

## **CONTRACT**

**THIS CONTRACT**, is made and entered into as of the date stated on the signature page ("Effective Date"), by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado ("City"), Party of the First Part, and **ISS FACILITY SERVICES INC.**, a corporation organized and existing under and by virtue of the laws of the State of Delaware, authorized to do business in the State of Colorado, ("Contractor"), Party of the Second Part:

### **WITNESSETH:**

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

**WHEREAS**, the City desires to obtain window washing services (the "Services") for airport facilities at DEN; and

**WHEREAS**, the City has solicited and received proposals for such services, and has chosen the proposal submitted by the Contractor; and

**WHEREAS**, the Contractor is fully qualified and ready, willing and able to provide the Services to the City at DEN, in accordance with its proposal submitted to the City;

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

### **SECTION 1 – DEFINITIONS**

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

#### **1.01 AIRPORT; DEN**

"Airport" or "DEN" means Denver International Airport.

#### **1.02 CONTRACT ADMINISTRATOR**

The Chief Executive Officer City and County of Denver Department of Aviation ("CEO"), his or her designee or successor in function (hereinafter referred to as the "Chief Executive Officer" or the "CEO") authorizes all work performed under this Agreement. The CEO hereby delegates his or her authority over the work described in this Agreement to the Senior Vice President for Airport Operations ("SVP"), as the CEO's authorized representative for the purpose of administering, coordinating, and approving work under this Agreement. The SVP may designate a Department of Aviation employee as the Contract Administrator with authority to act in all day-to-day matters in the administration of this Agreement. The SVP's authorized representative for day-to-day administration of the Contractor's services under this Agreement is the Contract Administrator. The Contractor shall submit its reports, memoranda, correspondence and submittals to the Contract Administrator. The CEO and the SVP may rescind or amend any such designation of representatives or delegation of authority and the SVP may from time to time designate a different individual to act as Contract Administrator, upon notice to the Contractor.

#### **1.03 CONTRACT DOCUMENTS**

It is agreed by the parties hereto that the following list of instruments, drawings and documents which are attached hereto and bound herewith or incorporated herein by reference constitute and

shall be referred to either as the Contract Documents or the Contract between the parties hereto, and they are as fully a part of this agreement as if they were set out verbatim and in full herein:

Contract	
Appendices	Standard Federal Assurances
Exhibit A	Scope of Work
Exhibit C	City and County of Denver Insurance Certificate
Exhibit D	Payment and Performance Bond
Exhibit F	Prevailing Wages
Exhibit G	Non-Displacement of Qualified Workers

#### **1.04 CONTRACTOR EMPLOYEE; CONTRACTOR PERSONNEL**

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

#### **1.05 CEO**

“CEO” means the Chief Executive Officer City and County of Denver Department of Aviation.

### **SECTION 2 – SCOPE OF WORK**

#### **2.01 SCOPE OF WORK**

The Contractor shall be responsible for providing Services at Denver International Airport in accordance with the terms and conditions of the Contract Documents and Exhibit A. Contractor shall furnish all necessary labor, tools, equipment and supplies to perform the required services, except for the equipment and facilities that are specified in this Contract as being the responsibility of the City. The parties agree this Contract is non-exclusive and the City reserves the right to purchase the same services and materials through other procurements.

#### **2.02 MANNER OF WORK**

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

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

C. Diligence: The Contractor acknowledges that time is of the essence in the performance of its services under this agreement and that the City of Denver may suffer damages if the Project is delayed as a result of the Contractor’s failure to provide its services in a timely

and diligent manner. Contractor shall perform the work described herein in a timely manner and as directed by the SVP or his or her authorized representatives.

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

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

## **2.03 COORDINATION AND LIAISON**

The Contractor agrees that during the term of this Contract it shall coordinate its work with any interested City agency, any person or firm under contract with the City, and with other governmental agencies which are affected by or interested in any part of the services the Contractor performs under this Contract.

## **SECTION 3 - TERM**

### **3.01 TERM**

The term of this Contract shall commence at 12:01 a.m. M.S.T. on May 1, 2017 and shall terminate at 12:00 a.m. M.S.T. on May 1, 2019, unless earlier terminated in accordance with the Contract Documents. It is also a specific provision of this Contract that the CEO in his or her discretion (or his/her designee) may renew and continue the Contract under the same terms and conditions as the original contract for up to two (2) additional years in increments of one or two years. Though multiple extensions may be granted, in no event shall the total extensions total more than two years. In addition, the term of this Contract may be extended in the CEO's discretion, by written notice from the City to the Contractor, to allow the completion of any work which has been commenced prior to the date upon which this Agreement otherwise would terminate. However, no extension of the Contract Term shall increase the Maximum Contract Amount stated herein; such amount may be changed only by a duly executed written amendment to this Contract.

## **SECTION 4 – COMPENSATION AND PAYMENT**

### **4.01 COMPENSATION**

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

### **4.02 MONTHLY BILLINGS**

The Contractor shall submit a monthly invoice in form satisfactory to the City. The Contractor agrees that the Airport's Contract Administrator may from time to time require changes to the format and content of the monthly invoice to be submitted by the Contractor. The City reserves

the right to reject any and all invoices for specified items of work that have not been performed to the satisfaction of the City.

#### **4.03 MAXIMUM LIABILITY**

A. Any other provision in this Agreement notwithstanding, in no event shall the City be liable for payment under this Agreement for any amount in excess of Seven Million Five Hundred Two Thousand Four Hundred Sixty-Eight Dollars and No Cents (\$7,502,468.00) (the "Maximum Contract Liability"). The Maximum Contract Liability may only be increased by amendment to this Agreement. All payments under this Agreement shall be paid solely and exclusively from the City's "City and County of Denver, Airport System and Operation and Maintenance Fund" and from no other fund or source. The City is under no obligation to make any future apportionments or allocations to said fund. Any services performed beyond those set forth therein are performed at Contractor's risk and without authorization under the Agreement.

B. It is agreed and understood that this Contract is a multi-year agreement with only partial funding authorized at the commencement of the term of this Contract, such partial funding consisting of the approved and/or encumbered amount of One Million Eight Hundred Twenty Thousand Six Hundred Seventeen Dollars and No Cents (\$1,820,617.00). The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years, and the Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

C. The City reserves the right to direct the Contractor to perform only limited portions of the work described in Exhibit A and the Contractor agrees that it shall not continue work in excess of approved and encumbered amounts without a written Notice from the City stating the funding limit and term. If the Contractor chooses to proceed with work prior to receiving such a written Notice, then the Contractor shall do so at its own risk without any liability for payment by the City. The City's written Notice must be signed by the DEN's Senior Vice President for Airport Infrastructure Management and by DEN's Chief Financial Officer, otherwise it is invalid and the Contractor is without authority to proceed. Payments hereunder will be made subject to the multi-year conditions stated above.

#### **4.04 TIME OF PAYMENT / PROMPT PAYMENT**

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

## **SECTION 5 – CONTRACTOR’S PERFORMANCE**

### **5.01 CONTRACTOR PERSONNEL – GENERAL REQUIREMENTS**

A. The Contractor shall at all times provide properly trained and competent personnel in the number and classifications necessary to perform its services in an efficient manner and in accordance with the Contract Documents. The Contractor shall be responsible for the conduct of all the Contractor’s personnel at all times. Contractor personnel are required to be properly trained and competent to perform the duties of their positions, and must possess adequate communication and English language skills to accurately provide information to the public and to respond to routine and emergency communications by telephone or radio. They shall be properly uniformed, clean and neat in appearance while on duty, and shall deal with members of the public, including parking patrons, in a prompt, polite and businesslike manner.

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

### **5.02 EMPLOYEE DRIVER LICENSES AND RECORDS**

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

B. All drivers with an alcohol or drug related charge shall be dealt with in accordance with the provisions of Executive Order No. 94 and Attachment A thereto.

C. All Contractor personnel assigned to the Airport who drive vehicles in the course of their work under this Contract must obtain and maintain a Colorado Class “R” driver’s license and Airport Identification Badge at all times during their employment at the Airport.

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

### **5.03 THE CONTRACTOR’S PROJECT MANAGER**

A. The Contractor shall provide an on-site Project Manager, trained, qualified, and acceptable to the Airport’s Contract Administrator, exclusively for this Contract. The Project Manager shall have full authority to act for the Contractor and at all times to carry out the provisions of this Contract. If the Project Manager is absent, the Contractor shall, at all times, provide an equally qualified and competent replacement that has been given full authority to carry out the duties of the positions as required.

B. The Project Manager shall make sufficient daily inspections to ensure the work is performed as specified. The Project Manager shall use work assignment sheets and the tool and equipment checklist for each assignment to record discrepancies. The Project Manager shall provide a copy of all inspection reports to the Contract Administrator each day.

#### **5.04 AIRPORT SECURITY**

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

B. The Contractor, promptly upon notice of award of this Contract, shall meet with the Airport's Assistant Security Manager to establish badging and vehicle permit requirements for Contractor's operations under this Contract. The Contractor shall obtain the proper access authorizations for all of its employees, subcontractors and vendors who will enter the Airport to perform work or make deliveries, and shall be responsible for each such person's compliance with all Airport rules and regulations, including without limitation those pertaining to security. Any person who violates such rules may be subject to revocation of his/her access authorization. The failure of the Contractor or any subcontractor to complete any required services hereunder shall not be excused on account of the revocation for good cause of access authorization of any person.

C. The security status of the Airport is subject to change without notice. If the security status of the Airport changes at any time during the term of this Contract, the Contractor shall take immediate steps to comply with security modifications that occur as a result of the changed status. The Contractor may at any time obtain current information from the Airport Security Office regarding the Airport's security status in relation to the Contractor's operations at the Airport.

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

#### **5.05 SAFETY**

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

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

#### **5.06 LAWS, REGULATIONS, TAXES AND PERMITS**

A. The Contractor shall procure all permits and licenses, pay all charges, taxes and fees and give all notices necessary and incidental to the due and lawful prosecution of the work under this Contract. All costs thereof shall be deemed to be included in the prices proposed for the work.

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

C. The Contractor, at all times, shall observe and comply with all federal, state, county, city and other laws, codes, ordinances, rules and regulations in any manner affecting the conduct of the work (including complying with those laws, rules, etc. as amended during the term of this agreement), including without limitation the Williams-Steiger Occupational Safety and Health Act of 1970 (Public Law 91-596).

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

#### **5.07 COMPLIANCE WITH ENVIRONMENTAL REQUIREMENTS**

A. The Contractor in conducting any activity on the Airport shall comply with all applicable local, state and federal environmental rules, regulations, statutes, laws and orders (collectively "Environmental Requirements"), including but not limited to Environmental Requirements regarding the storage, use and disposal of Hazardous Materials or Special Wastes to the environment. For purposes of this Agreement the terms "Hazardous Materials" shall refer to those materials, including without limitation asbestos and asbestos-containing materials, polychlorinated biphenyls (PCBs), oil or any other petroleum products, natural gas, source material, pesticide, and any hazardous waste, toxic substance or related material, including any substance defined or treated as a "hazardous substance," "hazardous waste" or "toxic substance" (or comparable term) in the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Sec. 9601 et seq. (1990), the Toxic Substances Control Act (15 U.S.C. Sec. 2601 et seq. (1990), and any rules and regulations promulgated pursuant to such statutes or any other applicable federal or state statute.

In addition, Environmental Requirements include applicable Environmental Guidelines developed for DEN's Environmental Management System (EMS), as summarized in DEN Rules and Regulations Part 180 (Environmental Management) and DEN's Environmental Policy.

Part 180 and DEN's Environmental Policy can be found at the following addresses-

[http://www.flydenver.com/sites/default/files/rules/180\\_environmental.pdf](http://www.flydenver.com/sites/default/files/rules/180_environmental.pdf)  
<http://www.flydenver.com/sites/default/files/environmental/policy.pdf>.

These Environmental Requirements include, but are not limited to, requirements regarding the storage, use, and disposal of Hazardous Materials, petroleum products; the National Environmental Policy Act (NEPA); the Clean Water Act (CWA); and all other federal, state, and local water, wastewater, and air quality regulations.

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

C. Prior to use, the Contractor shall provide to the City copies of Material Safety Data Sheets (MSDSs) for all chemicals or detergents to be used in its activities for approval. This obligation is continuing for the term of this Agreement, and the Contractor shall provide updated MSDSs and MSDSs for new chemicals, as such information is updated and as new chemicals or detergents are placed into use, as applicable.

D. The Contractor agrees to ensure that its operations hereunder are conducted in a manner that minimizes environmental impact through appropriate preventive measures. The Contractor agrees that it shall be responsible for any notice of violation from CDPHE, the City and County of Denver or the EPA. The Contractor further agrees that it is responsible for the health and safety of its personnel in connection with such environmental requirements.

E. In the case of a release, spill or leak as a result of the Contractor's activities, the Contractor shall immediately control and remediate the contaminated media to applicable federal, state and local standards. The Contractor agrees that in such event it will immediately clean up all spills and the cleanup material must be disposed of offsite at the Contractor's sole expense. The Contractor agrees that it shall reimburse the City for any penalties and all costs and expenses, including without limitation attorney's fees, incurred by the City as a result of the release or disposal by the Contractor of any pollutant or hazardous material on or about the Airport.

## **5.08 EXISTING UTILITIES AND STRUCTURES**

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

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

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

## **SECTION 6 – INDEMNITY; INSURANCE; BONDS**

### **6.01 INSURANCE**

A. The Contractor shall obtain and keep in force during the entire term of this Agreement, including any warranty periods, all of the minimum insurance coverage forms and amounts set forth in Exhibit C, which is incorporated into this Agreement by this reference. The Contractor shall submit to the City fully completed and executed ACORD form which specifies the issuing company or companies, policy numbers and policy periods for each required form of coverage.

B. All certificates and any required endorsements must be received and approved by



the City before any work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project, including any warranty periods. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of the Agreement. All subcontractors' work shall also be subject to the minimum requirements identified in Exhibit C. All subcontractors' certificates and endorsements must be received and approved by the Contractor before work commences. The City reserves the right to request copies of these certificates at any time.

C. All certificates required by this Agreement shall be sent directly to Denver International Airport, Risk Management, Airport Office Building, Room 8810, 8500 Peña Boulevard, Denver, Colorado 80249. The City Project/Agreement number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time.

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

E. The Contractor shall comply with all conditions and requirements set forth in the insurance certificate for each required form of coverage during all periods in which coverage is in effect.

F. The insurance coverage forms specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor under the terms of this Agreement, including the Indemnification provisions herein. The Contractor shall maintain, at its own expense, any additional kinds and amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

G. The parties hereto understand and agree that the City and County of Denver, its officers, officials and employees, are relying on, and do not waive or intend to waive by any provisions of this agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the City and County of Denver, its officers, officials and employees.

## **6.02 DEFENSE AND INDEMNIFICATION**

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

B. Contractor's duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Contractor's duty to defend and indemnify City shall arise even if City is the only party sued by

claimant and/or claimant alleges that City's negligence or willful misconduct was the sole cause of claimant's damages.

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

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

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

### **6.03 INSPECTION OF RECORDS:**

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

B. The Contractor agrees that it shall maintain a true and complete cost accounting system acceptable to the Federal Aviation Administration and the City and County of Denver, in accordance with generally accepted accounting principles which are acceptable to the City Auditor. Such system shall be kept in a manner as to allow Contractor's operations hereunder to be distinguishable from all other operations of Contractor. The City, the Federal Aviation Administration, the Comptroller General of the United States and any of their duly authorized representatives shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees that such records will contain information concerning the personnel, hours and specific tasks performed, along with the federal project number, if applicable. The Contractor further agrees to maintain all books, records and reports required under this Agreement for a period of not less than three years after final payment is made and all pending matters are closed, and that the Auditor of the City or any of his duly authorized representatives shall, until the expiration of three (3) years after the final payment under this agreement, have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor involving transactions related to this agreement. Subject to the prior written approval of the City and County of Denver, upon termination of this Agreement, the Contractor may surrender to the City all records and documents relating to this Agreement.

In the event such records are not made available in the Denver metropolitan area, Contractor shall pay to the City in full, in advance, travel and related expenses of a City representative to travel to any location outside the Denver area for such examination. Following

the travel, expenses shall be reconciled, and any difference between the advance payment and the actual expenses shall be paid by or refunded to Contractor as appropriate. Such documents shall be available to the City representative within fourteen (14) calendar days of the date of the written request.

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

#### **6.04 PAYMENT AND PERFORMANCE BOND**

A. A Performance, Payment, and Guarantee Bond satisfactory to the City and County of Denver on the form required by the City, in an amount not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) is required of the Contractor to guarantee that it will perform the work in strict accordance with Agreement Documents and shall pay all debts incurred under this Agreement. The Surety named in the Bond must be authorized to do business in the State of Colorado.

B. This Bond must be either renewed annually by the Surety named in the Bond or replaced with an identical Bond covering the subsequent year of the Agreement issued by another Surety which has been approved in advance by the CEO. If the CEO does not receive written notice from the Surety in the manner provided in the Bond at least one-hundred and twenty (120) days before it expires or does not receive a substitute Bond in the form required by the City from an approved Surety at least one-hundred and twenty days (120) before the Bond expires, then the Contractor shall be in default of this Agreement and the CEO may immediately terminate this Agreement by giving the Contractor written notice of such default. If the City elects to extend the Agreement for additional periods at the same prices, terms and conditions pursuant to Section 3 of this Agreement, the Contractor shall obtain and submit either an extension of the existing Performance, Payment and Guarantee Bond or the an identical Bond from another Surety that is acceptable to the City.

C. Under no circumstances shall the City be liable to the Contractor for any costs incurred or payments made by the Contractor to obtain an extension of an existing Bond or a new Bond.

D. The City's forms of Performance, Payment and Guarantee Bond must be used. Those forms are attached to this Agreement and incorporated herein as Exhibit D. Attorneys-in-Fact who sign Performance/Payment Bonds must file with such Bonds a certified copy of their Power-of-Attorney to sign such Bonds that is certified to include the date of the Bond.

### **SECTION 7 - SUBCONTRACTING**

#### **7.01 SUBCONTRACTING ALLOWED**

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

#### **7.02 OBLIGATIONS OF CONTRACTOR**

The Contractor shall be responsible for any acts or omissions of its employees, agents, suppliers, material men and subcontractors. The Contractor shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract.

In addition, all work performed for the Contractor by a subcontractor shall be pursuant to an agreement between the Contractor and the subcontractor which shall contain provisions that:

A. Preserve and protect the rights of the City and its funding agencies under the Contract Documents with respect to the work to be performed so that the subcontracting thereof will not prejudice those rights; and

B. Require that the Subcontractor be bound to the Contractor by the terms of the Contract Documents, that its work be performed in accordance with the requirements of the Contract Documents, and with respect to the work it performs, that it assume toward the Contractor all the obligations and responsibilities the Contractor assumes toward the City.

### **7.03 APPROVAL OF SUBCONTRACTORS**

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

- A. Default on a contract within the last five (5) years.
- B. Default on a contract that required that a surety complete the contract under payment or performance bonds issued by the surety.
- C. Debarment within the last five (5) years by a public entity or any organization that has formal debarment proceedings.
- D. Significant or repeated violations of Federal Safety Regulations (OSHA).
- E. Failure to have the specific qualifications listed in the Contract Documents for the work that the subcontractor will perform.
- F. Failure to have the required City or Colorado licenses to perform the work described in the subcontract.
- G. Failure to pay workers the proper wage and benefits or to pay suppliers or subcontractors with reasonable promptness within the last five (5) years.
- H. The Subcontractor or any of its officers or employees are convicted, plead nolo contendere, enter into a formal agreement in which they admit guilt, enter a plea of guilty, or otherwise admit culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, obstruction of justice, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with the Subcontractor's business.

Before the CEO approves any such subcontractor, the Contractor shall submit to the CEO a statement signed by an officer or principal of the Contractor certifying that the Contractor has investigated the qualifications and background of its proposed subcontractors and identifying the existence of any of the problems listed above or certifying that to the best of his/her knowledge the problems listed do not exist.

#### **7.04 NO CONTRACTUAL RELATIONSHIP**

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

### **SECTION 8 – WAGES AND SALARIES**

#### **8.01 PAYMENT OF PREVAILING WAGES**

A. Pursuant to Section 20-76 of the Denver Revised Municipal Code, the Contractor and each of its subcontractors shall pay every worker, laborer or mechanic employed by it directly upon the site of the work under this Contract the full amounts accrued at the time of payment, computed at wage rates not less than those shown on the current prevailing wage rate schedule for each class of employees performing work for the Contractor and its subcontractors under this Agreement (See **Exhibit F**). The wages shall be those prevailing as of the date of this Contract, and the Contractor shall post in a prominent and easily accessible place in its work area at the Airport, a copy of the wage rates for the positions or positions to which the prevailing wage ordinance applies. All construction workers, mechanics and other laborers shall be paid at least once per week; non-construction workers such as janitorial or custodial workers shall be paid at least twice per month.

B. The Contractor shall furnish to the City Auditor or his authorized representative, each week during which work is performed under this Contract, a true and correct copy of the payroll records of all workers employed to perform the work, to whom the prevailing wage ordinance applies. All such payroll records shall include information showing the number of hours worked by each worker, the hourly pay of such worker, any deductions made from pay, and the net amount of pay received by such worker for the period covered by the payroll. The payroll record shall be accompanied by a sworn statement of the Contractor that the copy is a true and correct copy of the payroll records of all workers performing such work, either for the Contractor or a subcontractor, that payments were made to the workers as set forth in the payroll records, that no deductions were made other than those set forth in such records, and that all workers were paid the prevailing wages as set forth in this Contract.

C. If the term of this Contract extends for more than one year, the minimum City prevailing wage rates that contractors and subcontractors shall pay during any subsequent yearly period or portion thereof shall be the wage rates in effect on the yearly anniversary date of this Contract which begins such subsequent period. Decreases in prevailing wages subsequent to the date of this Contract shall not be effective except on the yearly anniversary date of this Contract. In no event shall any increases in prevailing wages after the first anniversary of this Contract result in any increased liability on the part of the City and the possibility and risk of any such increase is assumed by the Contractor.

D. If the Contractor or any subcontractor fails to pay such wages as required herein, the City Auditor shall not approve any warrant or demand for payment to the Contractor until the Contractor furnishes to the Auditor evidence satisfactory to the Auditor that such wages so required by this Contract have been paid. The Contractor may utilize the procedures set out in D.R.M.C. §20-76(d)(4) to satisfy the requirements of this provision.

E. If any worker to whom the prevailing wages are to be paid, employed by the Contractor or any subcontractor to perform work hereunder, has not been or is not being paid a rate of wages required by this Section 8, the CEO may by written notice to the Contractor, suspend by a stop-work order or terminate the Contractor's services hereunder, or the part of such services performed by such workers. The issuance of a stop-work order shall not relieve the Contractor or its sureties of any obligations or liabilities to the City under this Contract, including liability to the City for any extra costs incurred by it in obtaining substitute services for Airport facilities while any such stop-work order is in effect or following termination for such cause.

F. Payment of "Fringe Benefits" as determined by the Career Service Board's current prevailing wage schedule is required except when the vendor attaches to his/her proposal a Conversion Fringe Benefit Schedule approved by the Career Service Authority as applicable to this contract only, and in which event, the vendor and all subcontractors hereunder as a part of this contract shall be required to pay to the workers, mechanics, and laborers affected, the approved conversion in lieu of the "Fringe Benefits" set forth in the Prevailing Wage Schedule.

## **SECTION 9 - CONTRACT ADMINISTRATION; CONTRACT DOCUMENTS**

### **9.01 AUTHORITY OF THE CONTRACT ADMINISTRATOR**

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

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

### **9.02 CONTRACTOR'S UNSATISFACTORY PERFORMANCE**

If, in the opinion of the CEO, the Contractor's performance under this Contract becomes unsatisfactory, the City shall notify the Contractor in writing, specifying the instances of unsatisfactory performance. The Contractor will have three (3) days from the time of such notice to correct any specific instances of unsatisfactory performance. In the event the unsatisfactory performance is not corrected within the time specified above, the City shall have the immediate right at the Contractor's sole expense to complete the work to its satisfaction and the City shall deduct the cost to cover same from any balances due or to become due the Contractor.

### **9.03 NON-EXCLUSIVITY**

The parties agree this Contract is non-exclusive and the City reserves the right to purchase the same services and materials through other procurements.

### **9.04 DISPUTE RESOLUTION**

Disputes arising out of this Agreement shall be resolved by administrative hearing before the CEO following the procedures outlined in Denver Revised Municipal Code Section 5-17. It is further

agreed that no cause of action shall be brought against the City until there has been full compliance with the terms of this Section.

### **9.05 CONTRACT DOCUMENTS; ORDER OF PRECEDENCE**

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

Appendices	Standard Federal Assurances
Exhibit A	Scope of Work
Exhibit C	City and County of Denver Insurance Certificate
Exhibit D	Payment and Performance Bond
Exhibit F	Prevailing Wage Schedule
Exhibit G	Non-Displacement of Qualified Workers XO136

In the event of an irreconcilable conflict between (i) a provision of Sections 1 through 11 and any of the listed appendixes and exhibits or (ii) between provisions of any appendix or exhibit, such that it is impossible to give effect to both, the order of precedence to determine which document shall control to resolve such conflict, is as follows, in descending order:

- Appendices
- Sections 1 through 11 hereof
- Exhibit A
- Exhibit C
- Exhibit D
- Exhibit F
- Exhibit G

## **SECTION 10 – DEFAULT; REMEDIES; TERMINATION**

### **10.01 TERMINATION FOR CONVENIENCE OF THE CITY**

The CEO, upon giving a minimum of thirty (30) days written notice may terminate this contract, in whole or in part, when it is in the best interest of the City. If this Contract is so terminated, the City shall be liable only for payment in accordance with the payment provisions of this Contract for services rendered prior to the effective date of termination.

### **10.02 DEFAULT**

The following are events of default under this Contract:

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

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

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

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

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

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

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

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

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

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

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

L. The Contractor fails to keep, perform and observe any other promise, covenant or agreement set forth in this Contract, and such failure continues for a period of more than 30 days after delivery by the City of a written notice from the CEO of such breach or default, except where a shorter period is specified herein, or where fulfillment of its obligation requires activity over a period of time and Contractor within 10 days of notice commences in good faith to perform whatever may be required to correct its failure to perform and continues such performance without interruption except for causes beyond its control.

### **10.03 REMEDIES**

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

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

B. The City may cancel and terminate this Contract upon giving 10 days written notice to Contractor of its intention to terminate; provided, however, that if the Contractor has



committed an Event of Default as defined in Subsections 10.02(H), (I), (J) or (K), termination may be effective either immediately upon notice, or within a stated period after notice, as determined by the CEO in his/her discretion.

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

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

#### **10.04 REMEDIES CUMULATIVE**

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

### **SECTION 11- GENERAL CONDITIONS**

#### **11.01 RESERVED**

#### **11.02 BOND ORDINANCES; GOVERNING LAW; VENUE; SERVICE OF PROCESS**

This Contract shall be deemed to have been made in, and shall be construed in accordance with the laws of, the State of Colorado and the Charter and Ordinances of the City and County of Denver. This Agreement is in all respects subject and subordinate to any and all City bond ordinances applicable to the Denver Municipal Airport System and to any other bond ordinances which amend, supplement or replace such bond ordinances. Venue for any action hereunder shall be in the City and County of Denver, State of Colorado. The Contractor agrees that any and all notices, pleadings and process may be made by serving two copies of the same upon the Colorado Secretary of State, State Capitol, Denver, Colorado, and by mailing by return mail an additional copy of the same to the Contractor at the address shown herein; that said service shall be considered as valid personal service, and judgment may be taken if, within the time prescribed by Colorado law or Rules of Civil Procedure, appearance, pleading or answer is not made.

#### **11.03 NO DISCRIMINATION IN EMPLOYMENT**

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

#### **11.04 ASSIGNMENT OF CONTRACT**

The Contractor may not assign or otherwise transfer any of its rights or obligations under this Contract without the prior written approval of the CEO. If the Contractor attempts to assign or transfer any of its rights or obligations hereunder without obtaining the prior written consent of the

CEO, the CEO may elect to terminate this Contract. The CEO has the sole and absolute discretion to grant or deny any transfer or assignment request.

#### **11.05 NONEXCLUSIVE CONTRACT**

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

#### **11.06 NO THIRD PARTY BENEFICIARIES**

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

#### **11.07 RISK OF LOSS**

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

#### **11.08 PATENTS AND TRADEMARKS**

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

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

#### **11.09 MASTER PLAN**

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

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

A. It is understood and agreed by and between the parties that the status of the Contractor shall be that of an independent contractor retained on a contractual basis to perform professional or technical services for limited periods of time as described in Section 9.1.1.E(x) of the Charter

of the City, and it is not intended nor shall it be construed that the Contractor, its employees, or its subcontractors are employees or officers of the City under Chapter 18 of the Revised Municipal Code or for any purpose whatsoever.

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

### **11.11 NO WAIVER OF RIGHTS**

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

### **11.12 NOTICES**

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

by Contractor to:

Chief Executive Officer  
City and County of Denver Department of Aviation  
Airport Office Building, 9th Floor  
Denver International Airport  
8500 Peña Boulevard  
Denver, CO 80249

by City to:

ISS Facility Services Inc.  
2000 Clay Street Suite 100  
Denver, CO 80211  
Attn: Don Beale

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

### **11.13 FEDERAL PROVISIONS**

#### *General Civil Rights*

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 sub-tier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

#### *Federal Fair Labor Standards Act*

This Agreement incorporates by reference the provisions of 29 C.F.R. 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. Contractor agrees to incorporate by reference the provisions of FLSA in all contracts and subcontracts resulting from this Agreement. Contractor has full responsibility to monitor compliance to the referenced regulation. Contractor must address any claims or disputes arising from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

#### *Occupational Safety and Health Act*

This Agreement incorporates by reference the requirements of 29 C.F.R. Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Contractor retains full responsibility to monitor its compliance and any subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 C.F.R. Part 1910). Contractor 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.

Contractor covenants it will include the provisions of this section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Federal Acts, Regulations and directives issued pursuant thereto. Contractor covenants it will take action with respect to any subcontract or procurement as City or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Contractor may request City to enter into any litigation to protect the interests of City. In addition, Contractor may request the United States to enter into the litigation to protect the interests of the United States.

### **11.14 PROVISION FOR PROFESSIONAL/TECHNICAL SERVICES AGREEMENTS (CONTRACTORS) UNDER §8-17.5-101 – 102, C.R.S. AND D.R.M.C. §20-90**

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

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

(b) The Contractor certifies that:

(1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.

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

(c) The Contractor also agrees and represents that:

- (1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
- (2) It shall not enter into a contract with a subcontractor or subconsultant that fails to certify to the Contractor that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
- (3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.
- (4) It is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and it has complied with all federal requirements regarding the use of the E-Verify program, including, by way of example, requirements related to employee notification and preservation of employee rights.
- (5) If it obtains actual knowledge that a subcontractor or subconsultant performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subcontractor and the City within three days. The Contractor will also then terminate such subcontractor or subconsultant if within three days after such notice the subcontractor or subconsultant does not stop employing or contracting with the illegal alien, unless during such three day period the subcontractor or subconsultant provides information to establish that the subcontractor or subconsultant has not knowingly employed or contracted with an illegal alien.
- (6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S. or the City Auditor under authority of Den. Rev. Mun. Code 20-90.3.

#### **11.15 USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS**

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

#### **11.16 CITY SMOKING POLICY**

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

#### **11.17 SOLICITING**

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

#### **11.18 GRATUITIES**

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

#### **11.19 ADVERTISING AND PUBLIC DISCLOSURES**

The Contractor shall not include any reference to this Agreement or to work performed hereunder in any of its advertising or public relations materials without first obtaining the written approval of the CEO, which will not be unreasonably withheld. Nothing herein, however, shall preclude the transmittal of any information to officials of the City, including without limitation, the Mayor, the CEO, member or members of City Council, or the Auditor.

#### **11.20 CERTIFIABLY GREEN DENVER PROGRAMS AND INITIATIVES**

Contractor shall, when applicable and practicable, follow standards and recommendations of the United States Environmental Protection Agency EPP program, the Green Seal organization, and standards and practices specified by the U.S. Green Building Council, including the Leadership in Energy and Environmental Design (LEED) program. Contractor shall fully implement all appropriate LEED-EB principals to minimize negative economic, environmental, and public health impacts of its operations and maintenance. Services must meet any directly applicable LEED-EB standards, and otherwise help the City realize the goals of the City's Certifiably Green Denver programs and initiatives.

#### **11.21 ESTIMATED QUANTITIES**

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

#### **11.22 TIME IS OF THE ESSENCE**

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

#### **11.23 CONFLICT OF INTEREST**

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

#### **11.24 ADVERTISING AND PUBLIC DISCLOSURES**

The Contractor shall not include any reference to this Contract or to work performed hereunder in any of its advertising or public relations materials without first obtaining the written approval of the CEO, which will not be unreasonably withheld. Nothing herein, however, shall preclude the transmittal of any information to officials of the City, including without limitation, the Mayor, the CEO, member or members of City Council or the City Auditor.

#### **11.25 SEVERABILITY**

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

## **11.26 ENTIRE CONTRACT**

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

## **11.27 DSBO GOALS**

The Contractor may be subject to the City's ordinance, DRMC Chapter 28, Article III (MBE/WBE Ordinance) which prohibits discrimination in the awarding of contracts and subcontracts and directs the DSBO Director to establish goals for MBE and WBE participation in the preconstruction and construction of City-owned facilities. The goal for this Agreement is: **Twenty Percent (20%)**. If it is determined that project goals apply, such project goals must be met with certified MBE and WBE participants or by demonstrating good faith efforts under the MBE/WBE Ordinance. The Contractor must comply with the terms and conditions of the MBE/WBE Ordinance in soliciting and contracting with its subcontractors in administering the performance of the work hereunder. It shall be an ongoing, affirmative obligation of the Contractor to maintain, at a minimum, compliance with the originally achieved level of MBE/WBE participation upon which this Agreement was awarded, for the duration of this Agreement, unless the City initiates a material alteration to the scope of work.

## **11.28 NON DISPLACEMENT OF QUALIFIED WORKERS**

(a) Consistent with the efficient performance of this contract, the Contractor and its subcontractors shall, except as otherwise provided herein, in good faith offer those employees (other than managerial and supervisory employees) employed under the predecessor contract whose employment will be terminated as a result of award of this contract or the expiration of the contract under which the employees were hired, a right of first refusal of employment under this contract in positions for which employees are qualified. The Contractor and its subcontractors shall determine the number of employees necessary for efficient performance of the work. Except as provided in paragraph (b) there shall be no employment opening under this contract, and the Contractor and any subcontractors shall not offer employment under this contract, to any person prior to having complied fully with this obligations. The Contractor and its subcontractors shall make an express offer of employment to each employee as provided herein and shall state the time within which the employee must accept such offer, but in no case shall the period within which the employee must accept the offer of employment be less than 10 days.

(b) The Contractor shall retain, for ninety (90) day transition employment period, qualified employees who have exercised their right to accept employment with the contractor as provided in paragraph (a) of this section. During the ninety (90) day transition employment period, the Contractor shall not discharge without cause an employee retained pursuant to this section. For purposes of this section, the term "cause" shall include, but not be limited to, the employee's conduct while employed under the predecessor contract that may have contributed to any decision to terminate the predecessor contract. At the end of ninety (90) day transition employment period, the Contractor shall perform a written performance evaluation for each service employee retain pursuant to this section. If the employee's performance during such

ninety (90) day period is satisfactory, the Contractor shall offer the employee continued employment under the terms and conditions established by the Contractor or as required by law; provided, however, nothing in this section shall be construed to create any right or entitlement to continued employment by the Contractor for any particular period of time in excess of the ninety (90) day transition employment period.

(c) Notwithstanding the obligation under paragraph (a) above, the Contractor and any subcontractors (1) may employ under this contract any employee who has worked for the contractor or subcontractor for at least 3 months immediately preceding the commencement of this contract and who would otherwise face lay-off or discharge, (2) are not required to offer a right of first refusal to any employee(s) of the predecessor Contractor who are not service employees within the meaning of Section 3.0 of Executive Order No. 136, and (3) are not required to offer a right of first refusal to any employee(s) of the predecessor contractor whom the Contractor or any of its subcontractors reasonably believes, based on the particular employee's past performance, has failed to perform suitably on the job.

(d) The Contractor shall, not less than 10 days before completion of this contract, furnish the contract administrator a certified list of the names of all service employees working under this contract and its subcontracts during the last month of contract performance. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts either with the current with the current or predecessor Contractors or their subcontractors. The contract administrator will provide the list to the successor Contractor, and the list shall be provided on request to employees or their representatives.

(e) If it is determined that the Contractor or its subcontractors are not in compliance with the requirements of this clause, appropriate sanctions may be imposed and remedies invoke against the Contractor or its subcontractors, as provided in this contractor.

(f) If every subcontract entered into in order to perform services under this contract, the Contractor will include provision that ensure that each subcontractor will honor the requirements of paragraphs (a) through (b) with respect to the employees of a predecessor subcontractor or subcontractors working under this contract, as well as of predecessor contractor and its subcontractors. The subcontract shall also include provisions to ensure that the subcontractor will provide the Contractor with the information about the employees of the subcontractor needed by the contractor to comply with paragraph (c) above. The Contractor will take such action with respect to any such subcontract as may be directed by the contract administrator as a means of enforcing such provisions, including the imposition of sanctions for non-compliance: provided, however, that if the Contractor, as a result of such direction, become involved in litigation with subcontractor, or is threatened with such involvement, the Contractor may request that the city enter into such litigation to protect the interest of the city.

#### **11.29 ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:**

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



of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

### **11.30 CITY EXECUTION OF CONTRACT**

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

**END OF PAGE**

Contract Control Number: PLANE-201732508-00

Contractor Name: ISS FACILITY SERVICES INC

*Kelli Cubeta*

*Kelli Cubeta*

*General Counsel*

By: *Thomas Zermeno*

Name: THOMAS ZERMENO  
(please print)

Title: CFO  
(please print)

ATTEST: [if required]

By: *Debbie Esp*

Name: Debbie Esp  
(please print)

Title: Executive Assistant  
(please print)



**Contract Control Number:**

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

SEAL

**CITY AND COUNTY OF DENVER**

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_



## **EXHIBIT A**

### **WINDOW CLEANING SCOPE OF WORK**

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## SECTION 1: GENERAL INFORMATION

### 1.1 Manner of Work

1.1.1 The Contract Documents contain the general outlines and details of the work encompassed by this Contract. All work under the Contract shall be performed in strict compliance with the requirements of the Contract Documents. All provisions of the Contract Documents are essential parts of the Contract. A requirement occurring in one part is binding as though in all parts.

### 1.2 Qualifications

1.2.1 DEN attaches great importance to the ability of the contractor to perform work as specified. This concern does not demonstrate the lack of trust in any contractor, but rather it is an acknowledgement of DEN's obligation to the traveling public, its employees, and the airline and business partner community. To ensure that this obligation is fulfilled the requirements set forth below must be met.

1. The proposer shall have a minimum of two (2) years of continuous years of experience immediately prior to the date of submission in the provision of window washing services. Such services shall have been provided to an industrial, commercial, or public entity.
2. During that time, the proposer shall have satisfactorily performed at least one window washing contract comparable in size and scope, including a high rise building which utilizes Boatswain's Chair Set-ups and roof rollers. It should also have the same approximate dollar value of this contract.
3. The proposer may fulfill this portion of this prerequisite regarding experience, if the proposer can demonstrate to the satisfaction of the City that the person or persons owning and controlling the proposing entity have had a cumulative of at least four (4) years' experience immediately prior to the date of submission of its proposal in the provision of window washing services to a commercial, industrial or public entity. All proposers shall submit documentation supporting this prerequisite with their proposal.
4. The proposer must demonstrate financial responsibility and provide the past three (3) years of financial statements prepared in accordance with generally accepted accounting principles. These financial statements must be audited with an independent CPA's statement attached.

### 1.3 Definitions

1.3.1 The City and County of Denver, Department of Aviation: Also known as DEN or The City.

1.3.2 Contract Compliance Group: The Chief Executive Officer of the City and County of Denver, Department of Aviation ("CEO") designated employees that have the authority and responsibility for maintaining the compliance of the Contract. This group shall ensure full compliance with all of the terms and conditions contained within the Contract document, including invoice pricing.

- 1.3.3 Contract Compliance Supervisor (CCS): The authorized representative(s) for day-to-day administration of the services under this Agreement. The Contract Compliance Supervisor is an employee(s) of the Airport Operations Division.
- 1.3.4 Contract Compliance Technician (CCT): The Contract Compliance Supervisor may appoint representatives as CCT(s) to monitor and inspect the performance of the work. The CCTs are employees of the Airport Operations Division.

#### 1.4 Authority of the Contract Compliance Supervisor and Contract Compliance Technicians

- 1.4.1 The CCS and CCTs shall have free access to the Contractor's materials and work site at all times for the purposes of inspecting compliance to this scope of work. These employees shall also have the authority to question the quality, safety, and acceptability of any equipment the Contractor uses to perform these duties.
- 1.4.2 CCTs will conduct daily inspections of all work performed and shall have the authority to approve or disapprove such work and require that it be completed satisfactorily. The CCTs shall have the authority to suspend Contractor work until any questions at issue can be resolved by the CCS.
- 1.4.3 The CCS and CCTs are not authorized to revoke, alter, or waive any requirements to this Contract.
- 1.4.4 CCS and CCTs shall not act as foremen, perform duties for the Contractor, nor interfere with the management of the work of the Contractor. Any advice (both verbal and non-verbal) given to the Contractor shall in no way be construed as binding to the City, or as release from fulfilling all the requirements of the Contract. The CCS shall work with the Contractor's Project Manager, Assistant Project Manager, and/or Shift Foreman when making requests of the Contractor. The CCS and CCTs shall not make requests directly to Employees or Supervisors of the Contractor.
- 1.4.5 The CCS has the authority to interpret any ambiguous language included in this contract, should any questions arise.

#### 1.5 Exclusive Performance

- 1.5.1 Neither the Contractor nor any of his/her employees shall perform any outside work at the Airport other than that which is defined herein, except as permitted in writing by the CCS. When such other work is approved, it is expressly understood that the needs to the Department of Aviation are to have precedence over any such work.

### SECTION 2: STAFFING AND TRAINING

#### 2.1 Staffing Plan

2.1.1 Provide your staffing plan in the table below. The minimum number of window cleaners shall not be less than nineteen (19). DEN reserves the right to approve or disapprove the Contractor's staffing plan.

	<b>Employee Title</b>	<b>1st Shift Monday- Friday 6:00 am - 2:00 pm</b>	<b>3rd Shift Sunday- Thursday 11:00 pm - 7:00 am</b>
<b>Prime Contractor</b>	Full Time Window Cleaning Personnel	13	
	Full Time Supervisor	0	
	Full Time Project Manager	1	
<b>Subcontractor</b>	Full Time Window Cleaning Personnel		6
	Full Time Supervisor		1

2.1.2 The Project Manager and Supervisor positions must be full time and are to be on the job site 8 hours a day. Supervisors are to be “non-working” and do not perform window cleaning work themselves.

2.1.3 Working leads may be used on a limited basis to cover supervisor absences as long as the working lead also performs window cleaning assignments and will only perform supervisory duties on a limited basis. These limited duties may include assigning work at the shift beginning and

2.1.4 Completing the above table with a “0” for 1<sup>st</sup> shift full time supervisor for a prime contractor is acceptable as the Project Manager may work in a dual capacity.

2.1.5 If a subcontractor is used, they will need to provide a full time non-working supervisor of their own for each shift.

2.1.6 The Contractor shall provide a complete employee roster, listing of the names of all window cleaners to be employed for this Contract to the CCS. The list will provide the name of each employee working by shift and their status. These lists must be current and updated each time there is a change to the schedule.

2.1.7 The Contractor must have a responsible management contact person available for calls 24 hours a day, 7 days a week.

2.1.8 Any person working as the Contractor's Project Manager shall meet at least the following minimum qualifications:

1. 5 years' management experience in the window cleaning industry



2. 2 years' experience managing a contract in a comparable position, managing no less than 10 employees
3. Verifiable attendance at an industry approved safety training program with the previous 2 years

## 2.2 Replacement Personnel

- 2.2.1 Due to a leave of absence, (FMLA, illness, etc.) requiring a window cleaner, supervisor, or project manager to be off work for than 45 consecutive days, the Contractor shall be required to hire a temporary replacement until said employee returns to work. Should the Contractor not hire this temporary replacement within 45 days, the staffing deductions listed in Section 6.2.1 shall apply.

## 2.3 Shift Times

- 2.3.1 The Contractor shall observe the following hours for providing window cleaning service:
1. Sunday – Thursday: 23:00-07:00 includes 30 minute lunch break
  2. Monday – Friday: 06:00-14:00 includes 30 minute lunch break
- 2.3.2 All window cleaners shall be required to clock in and out and to sign a performance sheet detailing the shift and work performed.

## 2.4 Training

- 2.4.1 The Contractor shall provide each employee assigned to perform work under this Contract with adequate training in the duties of his/her job to perform the work competently. The Contractor will provide training substantially in accordance with the training described in its Proposal and will provide to the CCS a copy of its training manual, which will be kept current with all amendments to the manual.
- 2.4.2 The Contractor shall maintain a training record for each employee. The training record, at a minimum, the employee's name, date of employment, and the type and date of each training class attended. Such records shall be made available to the CCS upon his/her request. The Contract Administrator may, from time to time, monitor the conduct of such training classes.
- 2.4.3 The failure by the Contractor to comply with the requirements of this section shall constitute a material event of default under this Contract.

## 2.5 Employee Driver Licenses and Records

- 2.5.1 Contractor employees driving either City or Contractor provided vehicles under this Contract are required to maintain an excellent driving record. Drivers with a driving record unacceptable to the City's insurance underwriter will be removed by the Contractor to a non-driving job if available.
- 2.5.2 The Contractor will review every driver's record quarterly. Drivers with 5 points or more or pending alcohol related charges against their driving record will not be allowed to drive City or Contractor vehicles. All drivers with an alcohol or drug

related charge shall be dealt with in accordance to the provisions of Executive Order No. 94. The Contractor will supply signed documents that list the employees driving under this Contract with verified State Drivers Licenses to the CCS on a quarterly basis.

### SECTION 3: EQUIPMENT AND PROPERTY

#### 3.1 Uniforms

- 3.1.1 Contractor employees are required to wear uniforms and appropriate protective clothing while performing work under this Contract and have a neat and clean appearance. No deviations in accessories to the uniforms shall be permitted. Uniforms must display the Contractor's insignia or logo.
- 3.1.2 Cost of the uniforms will be the Contractor's responsibility. This may include all types of shirts, smocks, pants, slacks, field jackets, coats, hats, gloves, rain and snow gear, shoes, and protective gear including goggles and masks.
- 3.1.3 Supervisor's shirts should be a different color.
- 3.1.4 The CCS must approve the uniform styles in advance of their use.
- 3.1.5 DEN reserves the right to change the uniform policy and design through the term of the Contract.
- 3.1.6 The Contractor shall be responsible to replace the employee's worn uniform through the term of this Contract.

#### 3.2 Equipment Provided by the Contractor

- 3.2.1 All of the required equipment and radios shall be brand new within 45 days after beginning the term of the Contract. However, office equipment such as computers may be used but must be in excellent, reliable condition and acceptable to the CCS.
- 3.2.2 Contractor must provide at least two pick-up trucks which must remain 5 model years or newer and under 100,000 miles while used under the term of this Contract.
- 3.2.3 Contractor must provide a minimum of four two-way radios. All radios must be compatible with the DEN communication system, no exceptions. Harris XG25 SCAN portable radios are highly recommended for users on DEN's system.
- 3.2.4 Contractor is required, at a minimum, to provide the following equipment in performing work under this Contract:
  - 1. One (1) 20 Ft. Scissor Lift
  - 2. Three (3) 26 Ft. Scissor Lifts
  - 3. Three (3) Roof Rollers

4. Three (3) Boatswain's Chair Set-Ups
5. Two (2) Industrial extension ladders with two (2) 18 Ft. sections
6. Four (4) piece aluminum sectional ladders with five (5) 8 Ft. sections
7. Two (2) 40 Ft. extension ladders
8. One (1) Time Clock
9. One (1) Telephone System (2 lines minimum, 3 computer lines)
10. Thirty-Two (32) Personal Equipment Lockers
11. Three (3) Desk and Chair Sets
12. Four (4) File Cabinets
13. One (1) Copier
14. Four (4) Two-Way Radios, Harris 800MHz (or equivalent).
15. Lift rental for canopies/as needed (85 of 100ft may be required)
16. Power Washer
17. Twenty-Five (25) FAA Approved (with red lights for bridge work) Barricades/Cones
18. All necessary window cleaning tools and supplies to its employees, including but not limited to: squeegees, buckets, scrapers, orange cones, and wands (scrubber).

- 3.2.5 The City may inspect equipment from time to time to ensure appropriate safety measures appear to be met and may instruct the Contractor to make improvements or revisions. Any approval by the Contract Administrator or their designee of anything done, practices, employed or equipment used by the Contractor shall not relieve the Contractor from Contractor's full responsibility and liability for the complete safe and accurate performance of the work in accordance with this agreement or from any duty, obligation, or liability imposed upon Contractor by the Contract or from responsibility for injuries to persons or damage to property.

### 3.3 Equipment and Facilities Provided by DEN

- 3.3.1 The City will provide, at no expense to the Contractor, office space, storage space and utilities as reasonably necessary for the performance of the Contractor's duties at the Denver International Airport facility. These offices will include, at a minimum the following facilities:
1. Business offices suitable for the management of the Contract
  2. Break and storage rooms for Contractor employees
- 3.3.2 The City will provide a 60 foot boom truck for Contractor's use. DEN will provide the Contractor access to a 40'- 45' JLG lift or equivalent on an "as needed" basis during the term of this Contract. Should the boom truck not be available while it's under repair and or routine maintenance the contractor must make other arrangement to performed the bid item as scheduled (see section B.5.C) It is the responsibility of the Contractor to have all necessary license requirements needed to operator the equipment the City provides. In return for the use of such equipment, the Contractor accepts responsibility for any property damage and injuries resulting from the use of said equipment by Contractor personnel; without limiting the foregoing, the provisions of (section 6.02, below in the sample contract) Indemnification, apply to the use of such equipment by the Contractor or any subcontractor.

## SECTION 4: SPECIFICATIONS

### 4.1 Window Cleaning Technical Specifications and Work Items

- 4.1.1 Window (glass) cleaning is defined as the complete removal of smudges, tape, and oil film, and other types of soil from all glass surfaces. A glass cleaning chemical, window squeegee tool with a rubber blade, clean sponge and synthetic fiber cloths should be used. After washing, the glass areas will be free of dust, smudges, oily film, tape, and all other types of soil, streaks, smudges, and water marks. Glass cleaner splash and drip marks should be removed from all adjacent surfaces, i.e. window frames, sills and other horizontal and vertical surfaces.
- 4.1.2 Window cleaning specifications may include other "non-glass" surfaces which due to convenience and access by window cleaning crew, will be cleaned in conjunction with the windows in certain areas. The performance of the work shall be of high grade workmanship by competent, trained, and qualified window cleaning operators who shall be fully supervised at all times.
- 4.1.3 Interference with the normal activity of Denver International Airport shall be kept to a minimum. All scaffolding and other equipment necessary to perform the work shall be provided by the Contractor and shall be removed from the premises at the end of working day. If the Contractor desires for equipment to remain on the Airport site, written authorization must be given by the Contract Administrator and the equipment must be stored only in area(s) designated by the CCS.
- 4.1.4 The work items listed in the Contractor's Proposal are sometimes referred to herein as "Proposal Items."
- 4.1.5 The Project Manager or Supervisor shall make sufficient daily inspections to ensure the work is performed as specified. The Project Manager or Supervisor shall use work assignment sheets and the tool and equipment checklist for each assignment to record discrepancies. The Project Manager shall provide a copy of all shift inspection reports to the Contract Administrator each day.
- 4.1.6 The CCS or other employees of the Contract Compliance Group will also perform daily inspections of Contractor's work. Should the Contract Compliance Group find any deficiencies, the Contractor shall correct these deficiencies within six (6) hours of notification or be subject to deductions under Section 6 for unsatisfactory work.

### 4.2 Modifications to the Work Scope of Specifications

- 4.2.1 The Contractor agrees that the City may at any time require deletions, additions or modifications to the work, without invalidating the Contract, by giving written notice thereof to the Contractor prior to the effective date of such deletions, additions or modifications. Temporary work revisions that do not result in any change to the price to be paid by the City for the Contractor's services hereunder may be directed verbally by the CCS; otherwise, work revisions must be directed

in writing and signed by the Manager of Aviation or his/her successor in function in order for the Contractor to be paid for such work.

4.2.2 If prior to the formal issuance by the Manager of Aviation of a work modification which requires a price adjustment, the Contractor and the City can agree to a contract price adjustment for the change, that agreement will be expressed in the Manager of Aviation's work modification directive, either as a decrease or an increase to the monthly payment for routine work.

4.2.3 The Contractor may elect to terminate the Contract upon 60 days prior written notice to the City if **all** of the following conditions are met:

1. The City and Contractor cannot reach an agreement on price adjustments by the time the work modification is directed by the Manager of Aviation to begin

*And*

2. The work modification, together with all previous modifications, would equal a reduction of 50% or more of the Labor Hours as initially provided for under this Contract

4.2.4 If the Contractor and the City cannot reach an agreement on price adjustments where the scope of work is increased by any amount or decreased in an amount less than in the paragraph above (4.2.3.2) then the Contractor shall redirect its work as necessary to perform the work modifications. In such event, the Contractor shall be paid for the actual quantity of quantities of such work performed on a time and materials basis at labor rates equivalent to those set forth in the Contract Documents for equivalent types of work, and with the markup for the Contractor's overhead and profit on such work not to exceed 10% of the cost of such time and materials.

#### 4.3 Estimated Quantities

4.3.1 The approximate service and personnel needs outlined herein are estimated as closely as possible. However, the City neither states for implies any guarantee that the actual service and/or personnel utilization will equal the estimate. It is the intent of this Contract that the City will be supplied with more or less of the services outlined herein according to actual needs.

#### 4.4 Additional Services

4.4.1 The Contractor may also perform services, hereinafter referred to as "Additional Services," which relate to the subject matter of this Contract, but which the Contract Administrator determines to be not described in the Scope of Work or in excess of the Scope of Work.

4.4.2 By way of example, not limitation, such additional services may include:

1. Additional cleaning of windows for special events

2. Cleaning high beams above 20 FT
3. Cleaning of window or glass areas other than those scheduled in this Contract at the City's request
4. Work requiring the use of equipment maintained at the Airport by the Contractor under this Contract

4.4.3 All work performed as "additional services" hereunder shall be done in accordance with the Contractor's performance standards for work under this Agreement.

4.4.4 The Contractor shall be compensated for such Additional Services, only if the services and amount of compensation therefore have been authorized in advance by writing in advance by the Contract Administrator, in accordance and consistent with the pricing set out in Section 5. The total amount of costs for Additional services shall not exceed fifty thousand dollars (\$50,000.00), and in no event shall the approval of Additional Services and the cost of performing them, be deemed to constitute an agreement by the City to an increase in the Maximum Contract Liability set forth.

4.5 Closing of Traffic Lanes

4.5.1 The closing of any traffic lanes for any of Contractor's work under this Contract must be coordinated in advance with Airport Operations or other Airport departments that will be impacted by such closure, including the closing of traffic lanes required by cleaning the passenger bridges.

SECTION 5: PROPOSAL AND BID ITEMS

5.1 Main Terminal

<b>Proposal Item #1 Weekly</b>			
<b>Bid Item</b>	<b>Description</b>	<b>Price Per Occurrence</b>	<b>Price Per Year</b>
1A	WASH INTERIOR GLASS BETWEEN ENTRYWAYS ON ALL LEVELS AND EXTERIOR OF GLASS AND SPANDRELITE PANELS ON CURVED WALL SEATING AREAS AND BETWEEN ENTRYWAYS ON ALL LEVELS	\$ 3,504.00	\$ 182,208.00
1B	WASH ESCALATOR ENCLOSURE REAIL STEP SIDE ALL LEVELS	\$ 219.00	\$ 11,388.00
1C	WASH BOTH SIDES OF ELEVATOR LOBBY GLASS 4, 5, & 6TH LEVELS	\$ 219.00	\$ 11,388.00
1D	EASTSIDE 1ST - 6TH LEVEL, GLASS DOORS WASH ALL SIDES*	\$ 1,460.00	\$ 75,920.00
1E	WESTSIDE 1ST - 6TH LEVEL, GLASS DOORS WASH ALL SIDES*	\$ 1,460.00	\$ 75,920.00

<b>Proposal Item #1 Weekly</b>			
<b>Bid Item</b>	<b>Description</b>	<b>Price Per Occurrence</b>	<b>Price Per Year</b>
1F	WASH GREAT HALL SOUTH INSIDE BOTTOM 2 PANES OF EXTERIOR GLASS	\$ 73.00	\$ 3,796.00
1G	LEVEL 6 WASH EAST AND WEST INSIDE OF EXTERIOR GLASS	\$ 365.00	\$ 18,980.00
1H	LEVEL 5 WASH EAST AND WEST INSIDE OF EXTERIOR GLASS	\$ 365.00	\$ 18,980.00
1I	LEVEL 6 WAS RAIL GLASS WALKWAY SIDE	\$ 511.00	\$ 26,572.00
1J	WASH GREAT HALL NORTH INSIDE BOTTOM TWO PANES OF EXTERIOR GLASS	\$ 146.00	\$ 7,592.00
1K	TRAIN EXIT WALLS EAST AND WEST TERMINAL SIDE	\$ 292.00	\$ 15,184.00
1L	WASN NORTH AND SOUTH WALLS LEVELS 5 AND 6 INTERIOR GLASS (EAST AND WEST CORNERS)	\$ 730.00	\$ 37,960.00
1M	WASH TRAIN LEVEL ACCESS DOORS PLATFORM SIDE	\$ 73.00	\$ 3,796.00
1N	WASH TRANSOM GLASS TOP SIDE TRAIN ACCESS NORTH AND SOUTH	\$ 450.00	\$ 23,400.00

<b>Proposal Item #2 Every Other Week</b>			
<b>Bid Item</b>	<b>Description</b>	<b>Price Per Occurrence</b>	<b>Price Per Year</b>
2A	WASH GREAT HALL SOUTH OUTSIDE BOTTOM 1/3 EXTERIOR	\$ 375.00	\$ 9,750.00
2B	WASH ESCALATOR ENCLOSURE RAILS, OPEN AIR SIDE	\$ 292.00	\$ 7,592.00
2C	ALL ESCALATORS- WASH ALL SIDES	\$ 876.00	\$ 22,776.00

<b>Proposal Item #3 Monthly</b>			
<b>Bid Item</b>	<b>Description</b>	<b>Price Per Occurrence</b>	<b>Price Per Year</b>
3A	WASH ALL CONCESSIONS EXTERIOR TERMINAL SIDE	\$ 365.00	\$ 4,380.00
3B	LEVEL E EAST AND WEST WAITING SHELTERS WASH INTERIOR AND EXTERIOR GLASS (INCLUDING CAB STARTER STANDS)	\$ 365.00	\$ 4,380.00
3C	GRAT HALL SOUTH WASH INSIDE OF BOTTOM 1/3 OF GLASS	\$ 365.00	\$ 4,380.00
3D	LEVEL 6 RAIL GLASS WASH OPEN AIR SIDE	\$ 876.00	\$ 10,512.00
3E	GREAT HALL NORTH WASH INSIDE OF BOTTOM 1/3 OF GLASS	\$ 219.00	\$ 2,628.00
3F	WASH CITY OFFICES 1ST LEVEL EAST AND WEST EXTERIOR GLASS	\$ 365.00	\$ 4,380.00

<b>Proposal Item #4 Every Other Month</b>			
<b>Bid Item</b>	<b>Description</b>	<b>Price Per Occurrence</b>	<b>Price Per Year</b>
4A	LEVEL 6 EAST AND WEST WASH INTERIOR SPANDRELITE PANELS	\$ 300.00	\$ 1,800.00
4B	LEVEL 5 EAST AND WEST WASH INTERIOR SPANDRELITE PANELS	\$ 300.00	\$ 1,800.00
4C	TRAIN EXIT WALL EAST AND WEST ESCALATOR SIDE	\$ 1,200.00	\$ 7,200.00
4D	WASH TRANSOM GLASS UNDERSIDE (TRAIN ACCESS)	\$ 438.00	\$ 2,628.00
4E	THE SECURITY PARTITIONS NORTH AND SOUTH WASH ALL SIDES THAT ARE ACCESSIBLE	\$ 219.00	\$ 1,314.00



<b>Proposal Item #5 Quarterly</b>			
<b>Bid Item</b>	<b>Description</b>	<b>Price Per Occurrence</b>	<b>Price Per Year</b>
5A	LEVEL 6 EAST AND WEST SKYLIGHT WASH INTERIOR OF GLASS ABOVE TICKET COUNTERS	\$ 2,250.00	\$ 9,000.00

<b>Proposal Item #6 Three Times Per Year</b>			
<b>Bid Item</b>	<b>Description</b>	<b>Price Per Occurrence</b>	<b>Price Per Year</b>
6A	LEVEL 6 EAST AND WEST SKYLIGHT WASH EXTERIOR OF GLASS ABOVE TICKET COUNTERS	\$ 584.00	\$ 1,752.00
6B	LEVELS 5 AND 6 EAST WASH EXTERIOR OF CLEAR AND SPANDRELITE GLASS	\$ 8,100.00	\$ 24,300.00
6C	LEVELS 5 AND 6 EAST WAS EXTERIOR OF CLEAR AND SPANDRELITE GLASS NORTH AND SOUTH WALLS	\$ 2,700.00	\$ 8,100.00
6D	LEVELS 5 AND 6 WEST WASH EXTERIOR OF CLEAR AND SPANDRELITE GLASS	\$ 8,100.00	\$ 24,300.00
6E	LEVELS 5 AND 6 WEST WAS EXTERIOR OF CLEAR AND SPANDRELITE GLASS NORTH AND SOUTH WALLS	\$ 2,700.00	\$ 8,100.00
6F	GREAT HALL EAST WASH OUTSIDE OF EXTERIOR GLASS TRIANGLES	\$ 1,752.00	\$ 5,256.00
6G	GREAT HALL WEST WASH OUTSIDE OF EXTERIOR GLASS TRIANGLES	\$ 1,752.00	\$ 5,256.00
6H	GREAT HALL NORTH WASH OUTSIDE OF EXTERIOR GLASS	\$ 730.00	\$ 2,190.00

<b>Proposal Item #7 Semi Annual</b>			
<b>Bid Item</b>	<b>Description</b>	<b>Price Per Occurrence</b>	<b>Price Per Year</b>
7A	GREAT HALL EAST WASH INTERIOR BOTTOM 1/3 OF EXTERIOR GLASS TRIANGLES	\$ 900.00	\$ 1,800.00
7B	GREAT HALL WEST WASH INTERIOR BOTTOM 1/3 OF EXTERIOR GLASS TRIANGLES	\$ 900.00	\$ 1,800.00

<b>Proposal Item #7 Semi Annual</b>			
<b>Bid Item</b>	<b>Description</b>	<b>Price Per Occurrence</b>	<b>Price Per Year</b>
7C	GREAT HALL SOUTH WASH INTERIOR AND EXTERIOR OF TOP 2/3 OF GLASS	\$ 3,750.00	\$ 7,500.00
7D	GREAT HALL NORTH WASH INTERIOR OF TOP 2/3 OF GLASS	\$ 600.00	\$ 1,200.00
7E	WASH FIRE GLASS ALL LEVELS	\$ 375.00	\$ 750.00

<b>Proposal Item #8 Annual</b>			
<b>Bid Item</b>	<b>Description</b>	<b>Price Per Occurrence</b>	<b>Price Per Year</b>
8A	GREAT HALL EAST WASH INTERIOR TOP 2/3 OF EXTERIOR GLASS TRIANGLES	\$ 2,250.00	\$ 2,250.00
8B	GREAT HALL WEST WASH INTERIOR TOP 2/3 OF EXTERIOR GLASS TRAIANGLES	\$ 2,250.00	\$ 2,250.00

5.2 Maintenance Facility, Parking Buildings, Parking Shelters, Ticket Booths, W/A De-ice Pad Building

<b>Proposal Item #9 Monthly</b>			
<b>Bid Item</b>	<b>Description</b>	<b>Price Per Occurrence</b>	<b>Price Per Year</b>
9A	PARKING LOT OFFICES, EAST AND WEST GARAGE AND ECONOMY, MT. ELBERT AND PIKES PEAK INTERIOR AND EXTERIOR INCLUDING TICKET BOOTH EXTERIOR	\$ 876.00	\$ 10,512.00
9B	WASH INTERIOR AND EXTERIOR OF SHELTERS IN MT. ELBERT LOT, PIKES PEAK LOT, LANDSIDE EMPLOYEE LOT, EAST AND WEST ECONOMY LOTS	\$ 1,168.00	\$ 14,016.00
9C	WASH GUARD SHACKS 1,5, AND AOB AND DOCK MASTER OFFICE INTERIOR AND EXTERIOR	\$ 219.00	\$ 2,628.00
9D	WASH INTERIOR OF EXTERIOR BRIDGE WINDOWS OF PARKING STRUCTURE	\$ 73.00	\$ 876.00
9E	WASH WINDOWS ELEVATOR LOBBIES INTERIOR AND EXTERIOR LEVELS 1 THROUGH 5	\$ 365.00	\$ 4,380.00

<b>Proposal Item #9 Monthly</b>			
<b>Bid Item</b>	<b>Description</b>	<b>Price Per Occurrence</b>	<b>Price Per Year</b>
9F	TURNSTILE BLDGS WASH INTERIOR AND EXTERIOR OF ALL GLASS	\$ 438.00	\$ 5,256.00
9G	W/A DEICE PAD BLDG WASH ALL INTERIOR AND EXTERIOR WINDOWS	\$ 292.00	\$ 3,504.00

<b>Proposal Item #10 Every Other Month</b>			
<b>Bid Item</b>	<b>Description</b>	<b>Price Per Occurrence</b>	<b>Price Per Year</b>
10A	MAINTENANCE FACILITY WASH INTERIOR AND EXTERIOR OF ALL GLASS	\$ 730.00	\$ 4,380.00
10B	GROUND TRANSPORTATION BUILDING AND RESTROOM BUILDING WASH INTERIOR AND EXTERIOR OF ALL GLASS	\$ 584.00	\$ 3,504.00
10C	CARPENTER SHOP WASH INTERIOR AND EXTERIOR OF ALL GLASS	\$ 292.00	\$ 1,752.00
10D	TSA/DPD DOG KENNEL FACILITY WASH INTERIOR AND EXTERIOR OF ALL GLASS	\$ 292.00	\$ 1,752.00

<b>Proposal Item #11 Quarterly</b>			
<b>Bid Item</b>	<b>Description</b>	<b>Price Per Occurrence</b>	<b>Price Per Year</b>
11A	SATELLITE BADGING BLDG WASH INTERIOR AND EXTERIOR OF ALL GLASS	\$ 146.00	\$ 584.00
11B	FIRE STATION 1 WASH INTERIOR AND EXTERIOR OF ALL GLASS	\$ 584.00	\$ 2,336.00
11C	FIRE STATION 2 WASH INTERIOR AND EXTERIOR OF ALL GLASS	\$ 730.00	\$ 2,920.00
11D	FIRE STATION 3 WASH INTERIOR AND EXTERIOR OF ALL GLASS	\$ 730.00	\$ 2,920.00
11E	FIRE STATION 4 WASH INTERIOR AND EXTERIOR OF ALL GLASS	\$ 292.00	\$ 1,168.00
11F	FIRE TRIANING FACILITY WASH INTERIOR AND EXTERIOR OF ALL GLASS	\$ 876.00	\$ 3,504.00
11G	FIRE STATION 35 WASH INTERIOR AND EXTERIOR OF ALL GLASS	\$ 876.00	\$ 3,504.00

<b>Proposal Item #12 Three Times Per Year</b>			
<b>Bid Item</b>	<b>Description</b>	<b>Price Per Occurrence</b>	<b>Price Per Year</b>
12A	WASH EXTERIOR OF SPANDRELITE GLASS AND BRIDGE GLASS ON PARKING STRUCTURE	\$ 876.00	\$ 2,628.00

5.3 Administration Connector Building/Walkway/Customs

<b>Proposal Item #13 Weekly</b>			
<b>Bid Item</b>	<b>Description</b>	<b>Price Per Occurrence</b>	<b>Price Per Year</b>
13A	WASH ALL SIDES OF MOVING WALKWAY GLASS	\$ 146.00	\$ 7,592.00
13B	ART DISPLAY CASES WASH EXTERIOR GLASS	\$ 146.00	\$ 7,592.00
13C	WASH BOTH SIDES OF ALL INTERIOR PARTITION GLASS IN CUSTOMS	\$ 219.00	\$ 11,388.00
13D	WASH INSIDE OF EXTERIOR GLASS INCLUDING SPANDRELITE WALL PANELS, ADMINISTRATION BLDG CONNECTOR LEVEL (N TERMINAL LEVEL 6 TO SECURITY)	\$ 438.00	\$ 22,776.00

<b>Proposal Item #14 Every Other Week</b>			
<b>Bid Item</b>	<b>Description</b>	<b>Price Per Occurrence</b>	<b>Price Per Year</b>
14A	WASH EAST AND WEST INTERIOR OF EXTERIOR GLASS MAINTENANCE LEVEL 4 HALLWAYS	\$ 146.00	\$ 3,796.00
14B	WASH ALL SIDES OF ESCALATOR GLASS	\$ 219.00	\$ 5,694.00

<b>Proposal Item #15 Every Other Month</b>			
<b>Bid Item</b>	<b>Description</b>	<b>Price Per Occurrence</b>	<b>Price Per Year</b>
15A	WASH INTERIOR OF EXTERIOR GLASS CUSTOMS LEVEL (INCLUDE CUSTOMS OFFICE AREA)	\$ 584.00	\$ 3,504.00

<b>Proposal Item #16 Quarterly</b>			
<b>Bid Item</b>	<b>Description</b>	<b>Price Per Occurrence</b>	<b>Price Per Year</b>
16A	WASH EXTERIOR OF ADMINISTRATION CONNECTOR BUILDING GLASS CLEAR AND SPANDRELITE	\$ 730.00	\$ 2,920.00

<b>Proposal Item #17 Three Times Per Year</b>			
<b>Bid Item</b>	<b>Description</b>	<b>Price Per Occurrence</b>	<b>Price Per Year</b>
17A	WASH EXTERIOR CLEAR GLASS PANELS ON LEVEL 4 EAST AND WEST	\$ 2,700.00	\$ 8,100.00

<b>Proposal Item #18 Semi Annual</b>			
<b>Bid Item</b>	<b>Description</b>	<b>Price Per Occurrence</b>	<b>Price Per Year</b>
18A	CUSTOMS EXTERIOR EAST AND WEST AND SPANDRELITE PANELS (INCLUDING BRIDGE AND ESCALATOR ENCLOSURES)	\$ 1,800.00	\$ 3,600.00

5.4 Airport Office Building (AOB)

<b>Proposal Item #19 Weekly</b>			
<b>Bid Item</b>	<b>Description</b>	<b>Price Per Occurrence</b>	<b>Price Per Year</b>
19A	WASH ALL SIDES ELEVATOR ENCLOSURE AND DOOR GLASS LEVELS 5A AND 5B	\$ 219.00	\$ 11,388. 00
19B	WASH ENTRANCE INTERIOR AND EXTERIOR FLOOR DOORS LEVELS 6 AND 9	\$ 146.00	\$ 7,592.0 0

<b>Proposal Item #20 Quarterly</b>			
<b>Bid Item</b>	<b>Description</b>	<b>Price Per Occurrence</b>	<b>Price Per Year</b>
20A	WASH INSIDE OF ALL EXTERIOR GLASS IN AOB LEVELS 6 THROUGH 10	\$ 1,022.00	\$ 4,088.00

<b>Proposal Item #21 Three Times Per Year</b>			
<b>Bid Item</b>	<b>Description</b>	<b>Price Per Occurrence</b>	<b>Price Per Year</b>
21A	AOB WASH OUTSIDE OF ALL EXTERIOR GLASS AND SPANDRELITE PANELS	\$ 6,216.00	\$ 18,648.00

<b>Proposal Item #22 Annual</b>			
<b>Bid Item</b>	<b>Description</b>	<b>Price Per Occurrence</b>	<b>Price Per Year</b>
22A	WASH INTERIOR AND EXTERIOR OF BLOCK GLASS AT ALL GARAGE LEVELS	\$ 219.00	\$ 219.00
22B	WASH INTERIOR AND EXTERIOR OF BLOCK GLASS AT DOCK AREA	\$ 219.00	\$ 219.00
22C	WASH OUTSIDE OF SPANDRELITE PANELS ABOVE LEVEL 5B (EAST SIDE)	\$ 219.00	\$ 219.00

5.5 A Concourse

<b>Proposal Item #23 Weekly</b>			
<b>Bid Item</b>	<b>Description</b>	<b>Price Per Occurrence</b>	<b>Price Per Year</b>
23A	ALL CONCOURSE MOVING WALKWAYS EAST AND WEST WASH ALL GLASS	\$ 365.00	\$ 18,980.00
23B	CONCOURSE AND MEZZANINE WASH THE STEP SIDE OF ALL GLASS RAIL PARTITIONS	\$ 511.00	\$ 26,572.00
23C	UPPER MEZZANINE RAMPS EAST AND WEST WASH ALL SIDES OF MOVING WALKWAY GLASS	\$ 292.00	\$ 15,184.00
23D	WASH SECURITY PARTITIONS ENTRANCE TO BRIDGE ALL SIDES	\$ 73.00	\$ 3,796.00

<b>Proposal Item #23 Weekly</b>			
<b>Bid Item</b>	<b>Description</b>	<b>Price Per Occurrence</b>	<b>Price Per Year</b>
23E	BRIDGE WASH MOVING WALKWAY GLASS BOTH LEVELS ALL SIDES	\$ 292.00	\$ 15,184.00
23F	BRIDGE WASH PARTITIONS GLASS BOTH SIDES	\$ 146.00	\$ 7,592.00
23G	EAST AND WEST SUB MEZZANINE WASH THE STEP SIDE FO GLASS RAIL PARTITIONS	\$ 219.00	\$ 11,388.00
23H	UPPER MEZZANINE RAMPS EAST AND WEST WASH INSIDE OF EXTERIOR GLASS	\$ 73.00	\$ 3,796.00
23I	TRAIN LEVEL WASH PLATFORM SIDE OF TRAIN ACCESS DOORS	\$ 73.00	\$ 3,796.00
23J	EAST CONCOURSE COMMUTER WASH INSIDE OF ALL EXTERIOR GLASS	\$ 146.00	\$ 7,592.00
23K	EAST AND WEST CONCOURSE WASH INSIDE OF ALL EXTERIOR GLASS, LOWER 2 PANES	\$ 657.00	\$ 34,164.00
23L	A CON CUSTOMS HALLWAY DOORS	\$ 73.00	\$ 3,796.00
23M	A CON CUSTOMS HALLWAY RAIL GLASS BOTH SIDES	\$ 73.00	\$ 3,796.00
23N	A CON CUSTOMS HALLWAY GLASS STEP SIDES BOTH LEVELS- INTERIOR	\$ 292.00	\$ 15,184.00
23O	A CON CUSTOMS HALLWAY ESCALATOR ALL SIDES	\$ 73.00	\$ 3,796.00

<b>Proposal Item #24 Every Other Week</b>			
<b>Bid Item</b>	<b>Description</b>	<b>Price Per Occurrence</b>	<b>Price Per Year</b>
24A	ALL ESCALATORS WASH ALL GLASS	\$ 365.00	\$ 9,490.00

<b>Proposal Item #25 Monthly</b>			
<b>Bid Item</b>	<b>Description</b>	<b>Price Per Occurrence</b>	<b>Price Per Year</b>
25A	TOWER WASH INTERIOR AND EXTERIOR GLASS	\$ 584.00	\$ 7,008.00
25B	EAST AND WEST SUB MEZZANINE WASH OPEN AIR SIDE OF GLASS RAIL PARTITIONS	\$ 219.00	\$ 2,628.00

<b>Proposal Item #25 Monthly</b>			
<b>Bid Item</b>	<b>Description</b>	<b>Price Per Occurrence</b>	<b>Price Per Year</b>
25C	CONCOURSE AND MEZZANINE WASH OPEN AIR SIDE OF GLASS RAIL PARTITIONS	\$ 730.00	\$ 8,760.00
25D	INTERNATIONAL GATES HALLWAY WASH INTERIOR GLASS ALL SIDES INCLUDING WHITE GLASS	\$ 292.00	\$ 3,504.00
25E	INTERNATIONAL GATES HALLWAY WASH ESCALATORS ALL SIDES	\$ 146.00	\$ 1,752.00
25F	ALL CONCESSIONS WASH EXTERIOR OF INTERIOR GLASS	\$ 146.00	\$ 1,752.00

<b>Proposal Item #26 Quarterly</b>			
<b>Bid Item</b>	<b>Description</b>	<b>Price Per Occurrence</b>	<b>Price Per Year</b>
26A	BRIDGE WASH INSIDE OF EXTERIOR GLASS	\$ 2,190.00	\$ 8,760.00
26B	EAST AND WEST CONCOURSE WASH OUTSIDE OF ALL EXTERIOR GLASS	\$ 4,380.00	\$ 17,520.00
26C	CENTER CORE CONCOURSE AND MEZZANINE WASH OUTSIDE OF ALL EXTERIOR GLASS	\$ 876.00	\$ 3,504.00
26D	EAST CONCOURSE COMMUTER WASH OUTSIDE OF EXTERIOR ALL GLASS	\$ 292.00	\$ 1,168.00
26E	WASH INSIDE OF ALL EXTERIOR GLASS CITY OFFICES	\$ 876.00	\$ 3,504.00
26F	A CON CUSTOMS HALLWAY GLASS EXTERIOR ELEVATED LEVEL	\$ 900.00	\$ 3,600.00

<b>Proposal Item #27 Three Times Per Year</b>			
<b>Bid Item</b>	<b>Description</b>	<b>Price Per Occurrence</b>	<b>Price Per Year</b>
27A	UPPER MEZZANINE RAMPS EAST AND WEST WASH OUTSIDE OF EXTERIOR GLASS	\$ 1,200.00	\$ 3,600.00
27B	BRIDGE WASH OUTSIDE OF ALL EXTERIOR GLASS	\$ 4,500.00	\$ 13,500.00
27C	WEST SUB CORE WASH OUTSIDE OF ALL EXTERIOR GLASS	\$ 600.00	\$ 1,800.00
27D	EAST SUB CORE WASH OUTSIDE OF ALL EXTERIOR GLASS	\$ 600.00	\$ 1,800.00



<b>Proposal Item #27 Three Times Per Year</b>			
<b>Bid Item</b>	<b>Description</b>	<b>Price Per Occurrence</b>	<b>Price Per Year</b>
27E	WEST SUB CORE SKYLIGHT WASH OUTSIDE OF EXTERIOR SKYLIGHT GLASS	\$ 146.00	\$ 438.00
27F	EAST SUB CORE SKYLIGHT WASH OUTSIDE OF EXTERIOR SKYLIGHT GLASS	\$ 146.00	\$ 438.00
27G	SKYLIGHT WASH INTERIOR AND EXTERIOR OF CENTER CORE SKYLIGHTS (ALL 3 LEVELS)	\$ 1,314.00	\$ 3,942.00

<b>Proposal Item #28 Semi Annual</b>			
<b>Bid Item</b>	<b>Description</b>	<b>Price Per Occurrence</b>	<b>Price Per Year</b>
28A	EAST AND WEST CONCOURSE WASH INSIDE OF ALL EXTERIOR GLASS INCLUDING WHITE GLASS (TOP 4 PANES)	\$ 1,800.00	\$ 3,600.00
28B	CENTER CORE WASH OPEN SIDE SMOKED GLASS*	\$ 900.00	\$ 1,800.00
28C	EAST AND WEST SUB CORE WASH OPEN SIDE SMOKED GLASS*	\$ 750.00	\$ 1,500.00
28D	WASH ALL FIRE GLASS BOTH SIDES	\$ 292.00	\$ 584.00

\*Windows to be cleaned at night

#### 5.6 B Concourse

<b>Proposal Item #29 Weekly</b>			
<b>Bid Item</b>	<b>Description</b>	<b>Price Per Occurrence</b>	<b>Price Per Year</b>
29A	EAST, WEST, AND CENTER CORE CONCOURSE ALL MOVING WALKWAYS WASH ALL GLASS	\$ 1,314.00	\$ 68,328.00
29B	CENTER CORE WASH STEP SIDE OF GLASS RAILING ALL LEVELS	\$ 438.00	\$ 22,776.00
29C	EAST COMMUTER EXTENSION BRIDGE WASH INSIDE OF ALL EXTERIOR GLASS	\$ 219.00	\$ 11,388.00

<b>Proposal Item #29 Weekly</b>			
29D	TRAIN LEVEL WASH PLATFORM SIDE OF TRAIN ACCESS DOORS	\$ 73.00	\$ 3,796.00
29E	EAST AND WEST CONCOURSE WASH INSIDE OF EXTERIOR GLASS (LOWER 2 PANES)	\$ 1,314.00	\$ 68,328.00
29F	RJ FACILITY WASH INSIDE OF EXTERIOR GLASS	\$ 292.00	\$ 15,184.00

<b>Proposal Item #30 Every Other Week</b>			
<b>Bid Item</b>	<b>Description</b>	<b>Price Per Occurrence</b>	<b>Price Per Year</b>
30A	ALL ESCALATORS WASH ALL GLASS	\$ 584.00	\$ 15,184.00

<b>Proposal Item #31 Monthly</b>			
<b>Bid Item</b>	<b>Description</b>	<b>Price Per Occurrence</b>	<b>Price Per Year</b>
31A	TOWER WASH INTERIOR AND EXTERIOR GLASS	\$ 219.00	\$ 2,628.00
31B	CONCOURSE AND MEZZANINE WASH OPEN AIR SIDE OF GLASS RAIL PARTITIONS	\$ 730.00	\$ 8,760.00
31C	EAST AND WEST SUB CORE MEZZANINE LEVEL WASH STEP SIDE OF GLASS RAIL PARTITIONS	\$ 438.00	\$ 5,256.00
31D	ALL CONCESSIONS WASH EXTERIOR OF INTERIOR GLASS CONCOURSE AND MEZZANINE LEVEL	\$ 292.00	\$ 3,504.00
31E	EAST COMMUTER EXTENSION BRIDGE WASH OUTSIDE OF ALL EXTERIOR GLASS	\$ 1,050.00	\$ 12,600.00

<b>Proposal Item #32 Quarterly</b>			
<b>Bid Item</b>	<b>Description</b>	<b>Price Per Occurrence</b>	<b>Price Per Year</b>
32A	WEST CONCOURSE AND SUBCORE WASH OUTSIDE OF ALL EXTERIOR GLASS	\$ 5,256.00	\$ 21,024.00
32B	EAST CONCOURSE AND SUBCORE WASH OUTSIDE OF ALL EXTERIOR GLASS	\$ 5,400.00	\$ 21,600.00
32C	CENTER CORE, CONCOURSE, AND MEZZANINE WASH OUTSIDE OF ALL EXTERIOR GLASS	\$ 1,800.00	\$ 7,200.00

<b>Proposal Item #32 Quarterly</b>			
<b>Bid Item</b>	<b>Description</b>	<b>Price Per Occurrence</b>	<b>Price Per Year</b>
32D	RJ FACILITY WASH OUTSIDE OF ALL EXTERIOR GLASS	\$ 876.00	\$ 3,504.00

<b>Proposal Item #33 Three Times Per Year</b>			
<b>Bid Item</b>	<b>Description</b>	<b>Price Per Occurrence</b>	<b>Price Per Year</b>
33A	CENTER CORE SKYLIGHT WASH INTERIOR AND EXTERIOR OF ALL GLASS (ALL 3 LEVELS)	\$ 1,752.00	\$ 5,256.00
33B	WEST SKYLIGHT WASH INTERIOR AND EXTERIOR OF ALL GLASS	\$ 1,314.00	\$ 3,942.00
33C	EAST SKYLIGHT WASH INTERIOR AND EXTERIOR OF ALL GLASS	\$ 1,314.00	\$ 3,942.00
33D	WEST SUB SKYLIGHT WASH INTERIOR AND EXTERIOR OF ALL GLASS	\$ 146.00	\$ 438.00
33E	EAST SUB SKYLIGHT WASH INTERIOR AND EXTERIOR OF ALL GLASS	\$ 146.00	\$ 438.00

<b>Proposal Item #34 Semi Annual</b>			
<b>Bid Item</b>	<b>Description</b>	<b>Price Per Occurrence</b>	<b>Price Per Year</b>
34A	EAST AND EST CONCOURSE WASH INSIDE OF EXTERIOR GLASS (TOP 4 PANES)	\$ 5,400.00	\$ 10,800.00
34B	WASH ALL FIRE GLASS BOTH SIDES	\$ 292.00	\$ 584.00

5.7 C Concourse

<b>Proposal Item #35 Weekly</b>			
<b>Bid Item</b>	<b>Description</b>	<b>Price Per Occurrence</b>	<b>Price Per Year</b>
35A	WEST CONCOURSE MEZZANINE WASH STIP SIDE OF GLASS RAIL PARTITIONS	\$ 73.00	\$ 3,796.00

<b>Proposal Item #35 Weekly</b>			
<b>Bid Item</b>	<b>Description</b>	<b>Price Per Occurrence</b>	<b>Price Per Year</b>
35B	EAST CONCOURSE MEZZANINE WASH STEP SIDE OF GLASS RAIL PARTITIONS	\$ 73.00	\$ 3,796.00
35C	CENTER CORE, CONCOURSE, AND MEZZANINE WASH STEP SIDE OF GLASS RAIL PARTITIONS	\$ 438.00	\$ 22,776.00
35D	TRAIN LEVEL WASH PLATFORM SIDE OF TRAIN ACCESS DOORS	\$ 73.00	\$ 3,796.00
35E	CONCOURSE EAST AND WEST MOVING WALKWAYS WASH ALL GLASS	\$ 438.00	\$ 22,776.00
35F	EAST AND WEST CONCOURSE WASH INSIDE OF EXTERIOR GLASS (LOWER 2 PANES)	\$ 584.00	\$ 30,368.00

<b>Proposal Item #36 Every Other Week</b>			
<b>Bid Item</b>	<b>Description</b>	<b>Price Per Occurrence</b>	<b>Price Per Year</b>
36A	ALL ESCALATORS WASH ALL GLASS	\$ 292.00	\$ 7,592.00

<b>Proposal Item #37 Monthly</b>			
<b>Bid Item</b>	<b>Description</b>	<b>Price Per Occurrence</b>	<b>Price Per Year</b>
37A	WEST SUB CORE MEZZANINE LEVEL WASH OPEN AIR SIDE OF GLASS RAIL PARTITIONS	\$ 73.00	\$ 876.00
37B	EAST SUB CORE MEZZANINE LEVEL WASH OPEN AIR SIDE OF GLASS RAIL PARTITIONS	\$ 73.00	\$ 876.00
37C	ALL CONCESSIONS WASH EXTERIOR OF INTERIOR GLASS	\$ 73.00	\$ 876.00
37D	CENTER CORE, CONCOURSE, AND MEZZANINE WASH OPEN AIR SIDE OF GLASS RAIL PARTITIONS	\$ 730.00	\$ 8,760.00

<b>Proposal Item #38 Quarterly</b>			
<b>Bid Item</b>	<b>Description</b>	<b>Price Per Occurrence</b>	<b>Price Per Year</b>
38A	WEST CONCOURSE WASH OUTSIDE OF EXTERIOR GLASS	\$ 2,700.00	\$ 10,800.00
38B	EAST CONCOURSE WASH OUTSIDE OF EXTERIOR GLASS	\$ 1,800.00	\$ 7,200.00
38C	CENTER CORE, CONCOURSE, AND MEZZANINE WASH OUTSIDE OF EXTERIOR GLASS	\$ 600.00	\$ 2,400.00

<b>Proposal Item #39 Three Times Per Year</b>			
<b>Bid Item</b>	<b>Description</b>	<b>Price Per Occurrence</b>	<b>Price Per Year</b>
39A	WEST CONCOURSE SKYLIGHT WASH INTERIOR AND EXTERIOR OF ALL SKYLIGHT GLASS	\$ 876.00	\$ 2,628.00
39B	EAST CONCOURSE SKYLIGHT WASH INTERIOR AND EXTERIOR OF ALL SKYLIGHT GLASS	\$ 438.00	\$ 1,314.00
39C	CENTER CORE WASH INTERIOR AND EXTERIOR OF ALL ATRIUM SKYLIGHT GLASS	\$ 1,752.00	\$ 5,256.00

<b>Proposal Item #40 Semi Annual</b>			
<b>Bid Item</b>	<b>Description</b>	<b>Price Per Occurrence</b>	<b>Price Per Year</b>
40A	EAST AND EST CONCOURSE WASH INSIDE OF EXTERIOR GLASS (TOP 4 PANES)	\$ 2,700.00	\$ 5,400.00
40B	WASH ALL FIRE GLASS BOTH SIDES	\$ 146.00	\$ 292.00

5.8 Art Work

<b>Proposal Item #41 Quarterly</b>			
<b>Bid Item</b>	<b>Description</b>	<b>Price Per Occurrence</b>	<b>Price Per Year</b>
41A	A CENTER CLEANING/HIGH DUSTING	\$ 1,875.00	\$ 7,500.00

<b>Proposal Item #41 Quarterly</b>			
<b>Bid Item</b>	<b>Description</b>	<b>Price Per Occurrence</b>	<b>Price Per Year</b>
41B	B CENTER AND SUB CORES CLEANING/HIGH DUSTING AND PLANES	\$ 900.00	\$ 3,600.00
41C	C CENTER CLEANING/HIGH DUSTING AND PLANE	\$ 525.00	\$ 2,100.00

5.9 Additional Services

<b>Proposal Item #42 As Needed</b>			
<b>Bid Item</b>	<b>Description</b>	<b>Price Per Hour</b>	<b>Price Per Year</b>
42A	HOURLY RATE FOR ADDITIONAL SERVICES (YEARLY PRICE TO BE MULTIPLIED BY 10 HOURS FOR EVALUATION PURPOSES)	\$ 39.00	\$ 390.00

5.10 Hotel and Transit Center

<b>Proposal Item #43 Weekly</b>			
<b>Bid Item</b>	<b>Description</b>	<b>Price Per Occurrence</b>	<b>Price Per Year</b>
43A	INTERIOR SLIDER DOOR/PARTITION 1ST LEVEL WEST	\$ 146.00	\$ 7,592.00
43B	TRAIN STATION RAIL GLASS FRONT	\$ 146.00	\$ 7,592.00
43C	TRANSIT CENTER TO TERMINAL ESCALATORS WRAP IN/EXIT 5TH LEVEL	\$ 219.00	\$ 11,388.00
43D	TRANSIT CENTER TO TERMINAL ESCALATORS IN/EXIT	\$ 292.00	\$ 15,184.00

<b>Proposal Item #44 Every Other Week</b>			
<b>Bid Item</b>	<b>Description</b>	<b>Price Per Occurrence</b>	<b>Price Per Year</b>
44A	5TH LEVEL RAIL GLASS EAST FRONT/BACK SIDE*	\$ 876.00	\$ 22,776.00
44B	5TH LEVEL RAIL GLASS WEST FRONT/BACK SIDE*	\$ 876.00	\$ 22,776.00
44C	TRAIN STATION BOOTH	\$ 73.00	\$ 1,898.00
44D	TRAIN STATION RAIL GLASS BACK	\$ 292.00	\$ 7,592.00

\*Weather Permitting

<b>Proposal Item #45 Monthly</b>			
<b>Bid Item</b>	<b>Description</b>	<b>Price Per Occurrence</b>	<b>Price Per Year</b>
45A	WEST STORE FRONTS 5TH LEVEL EXTERIOR	\$ 438.00	\$ 5,256.00
45B	1ST LEVEL BREEZEWAY INTERIOR AND EXTERIOR (EXCLUDING INTERIOR VENDOR SPACE)	\$ 438.00	\$ 5,256.00
45C	AIR SHAFT/ELEVATOR GLASS BOX'S 5TH LEVEL	\$ 292.00	\$ 3,504.00

<b>Proposal Item #46 Semi Annual</b>			
<b>Bid Item</b>	<b>Description</b>	<b>Price Per Occurrence</b>	<b>Price Per Year</b>
46A	SOUTH END ESCALATOR WALL EAST EXTERIOR	\$ 900.00	\$ 1,800.00
46B	SOUTH END ESCALATOR WALL EAST INTERIOR	\$ 1,500.00	\$ 3,000.00
46C	SOUTH END ESCALATOR DIVIDER WALL EAST INTERIOR	\$ 1,800.00	\$ 3,600.00
46D	SOUTH END ESCALATOR WALL WEST EXTERIOR	\$ 900.00	\$ 1,800.00

<b>Proposal Item #46 Semi Annual</b>			
<b>Bid Item</b>	<b>Description</b>	<b>Price Per Occurrence</b>	<b>Price Per Year</b>
46E	SOUTH END ESCALATOR WALL WEST INTERIOR	\$ 1,500.00	\$ 3,000.00
46F	SOUTH END ESCALATOR DIVIDER WALL WEST INTERIOR	\$ 1,800.00	\$ 3,600.00
46G	4TH LEVEL OFFICE WINDOWS EAST AND WEST INTERIOR AND EXTERIOR	\$ 900.00	\$ 1,800.00
46H	2ND LEVEL OFFICE WINDOWS EAST AND WEST EXTERIOR	\$ 600.00	\$ 1,200.00
46I	SOUTH END LARGE CANOPY TOP (PRESSURE WASH)	\$ 6,750.00	\$ 13,500.00
46J	SOUTH END SMALL CANOPY TOP (PRESSURE WASH)	\$ 1,800.00	\$ 3,600.00
46K	NORTH END CANOPY TOP (PRESSURE WASH)	\$ 2,700.00	\$ 5,400.00

<b>Proposal Item #47 Annual</b>			
<b>Bid Item</b>	<b>Description</b>	<b>Price Per Occurrence</b>	<b>Price Per Year</b>
47A	SOUTH END LARGE CANOPY BOTTOM	\$ 5,400.00	\$ 5,400.00
47B	SOUTH END SMALL CANOPY BOTTOM (INCLUDING ARCHED WINDOWS)	\$ 1,200.00	\$ 1,200.00
47C	NORTH END CANOPY BOTTOM (INCLUDING ARCHED WINDOWS)	\$ 2,100.00	\$ 2,100.00
47D	>100' MAN-LIFT RENTAL	\$ 6,000.00	\$ 6,000.00

5.11 Worldport



<b>Proposal Item #48 Quarterly</b>			
<b>Bid Item</b>	<b>Description</b>	<b>Price Per Occurrence</b>	<b>Price Per Year</b>
48A	Worldport City Offices All Interior and Exterior Glass	\$ 1,185.00	\$ 4,740.00

## SECTION 6: PENALTIES

### 6.1 Non-Performance Deductions

- 6.1.1 Proposal Item List—Contractor failure to perform to the “Proposal Item” as described herein, the City will deduct \$1,000.00 per non-compliance per “Proposal Item” per occurrence. Any deductions from unpaid billings shall constitute a deficiency in the contractor’s performance which may result in cancellation of the contract.
- 6.1.2 Substandard Performance on Bid Items—The City reserves the right to reject any and all invoices for specified items of work which have not been performed to the satisfaction of the CCS or his/her designee. If deficiencies noted are not corrected within six (6) hours, the Contractor will be charged \$100.00 per hour until said deficiencies are corrected.
- 6.1.3 Insufficient Equipment—The Contractor will be subject to a \$250.00 per day deduction for not having at the job site the minimum equipment required by this Contract.

### 6.2 Staffing Deductions

- 6.2.1 The Contractor must have agreed staffing on their payroll and dedicated to this Contract throughout the term. Should the staffing levels fall under the agreed level for longer than 45 consecutive days, then on the 46<sup>th</sup> day the following deduction shall apply:
1. Less 1 window cleaner—\$150.00 per day
  2. Less 2 window cleaners—\$300.00 per day
  3. Less 3 window cleaners—\$450.00 per day
  4. Less 4 window cleaners—\$600.00 per day
  5. Less 1 supervisor—\$300.00 per day
  6. Less 2 supervisors—\$400.00 per day
- 6.2.2 The Contractor will be subject to the above deductions per day until the window cleaner and/or supervisor is replaced.

### 6.3 Damage to City Property

- 6.3.1 The Contractor shall submit a written report of any damages to the building, furniture, fixtures, or equipment caused by its employee within 24 hours of the incident. Contractor shall be held liable for any damage caused by the

negligence of their employees. The City reserves the right to deduct the amount for the cost of repair or replacement from the Contractor's monthly invoices.



## II. ADDITIONAL COVERAGE

### Excess/Umbrella Liability

#### Minimum Limits of Liability (In Thousands):

Umbrella Liability Controlled Area	Each Occurrence and aggregate	\$9,000
Umbrella Liability Non-Controlled Area	Each Occurrence and aggregate	\$1,000

The policy must provide the following:

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

## III. ADDITIONAL CONDITIONS

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

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

### NOTICE OF CANCELLATION

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

**EXHIBIT D**

**PAYMENT AND PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS**, that we, the undersigned, \_\_\_\_\_  
ISS Facility Services, Inc. \_\_\_\_\_, a corporation organized under the laws  
of the State of Delaware \_\_\_\_\_, hereinafter referred to as the "Contractor" and  
Westchester Fire Insurance Company \_\_\_\_\_, a corporation organized under  
the laws of the State of Pennsylvania \_\_\_\_\_, and authorized to transact business in  
the State of Colorado, as Surety, are held and firmly bound unto the CITY AND  
COUNTY OF DENVER, a municipal corporation of the State of Colorado, hereinafter  
referred to as the "CITY", in the penal sum of TWO HUNDRED FIFTY THOUSAND  
DOLLARS (\$250,000.00) lawful money of the United States of America, for the payment  
of which sum the Contractor and Surety bind themselves and their heirs, executors,  
administrators, successors and assigns, jointly and severally by these presents.

**WHEREAS**, the above Contractor has on the 1st day of February, 2017  
\_\_\_\_\_, entered into a written contract with the City for furnishing all labor,  
materials, equipment, tools, superintendence, and everything necessary for and  
required to do, perform and complete Contract No. 201732508 \_\_\_\_\_, Denver  
International Airport, in accordance with the Technical Specifications, Contract  
Drawings, Task Orders, Contract Exhibits and all other Contract Documents therefore,  
which are incorporated herein by reference and made a part hereof, and are herein  
referred to as the Contract; Initial bond term 5/1/2017-4/30/2018 and may be continued annually by  
a continuation certificate issued by the surety.

**NOW, THEREFORE**, the condition of this Performance and Payment Bond is such that  
if the Contractor:

1. Promptly and faithfully observes, abides by and performs each and every covenant, condition and part of said Contract, including, but not limited to, its warranty provisions, in the time and manner prescribed in the Contract, and
2. At all times promptly makes payments of all amounts lawfully due to all persons supplying or furnishing it or its subcontractors with labor and materials, rental machinery, tools, or equipment, used or performed in the prosecution of work provided for in said Contract and shall indemnify and save harmless the City to the extent of any and all payments in connection with the carrying out of such Contract which the City may be required to make under law; and
3. Pays the City all losses, damages (liquidated or actual, including, but not limited to, damages caused by delays in the performance of the Contract), expenses, costs and attorneys' fees, that the City sustains resulting from any breach or default by the Contractor under the Contract,

then this bond is void; otherwise, it shall remain in full force and effect.

**IN ADDITION**, if said Contractor fails to duly pay for any labor, materials, team hire, sustenance, provisions, provender, or any other supplies used or consumed by said Contractor or its subcontractors in its performance of the work contracted to be done or fails to pay any person who supplies rental machinery, tools, or equipment, all amounts due as the result of the use of such machinery, tools, or equipment in the prosecution of the work, the Surety shall pay the same in an amount not exceeding the amount of this obligation, together with interest at the rate of eight percent per annum.

**PROVIDED FURTHER**, that the said Surety, for value received, hereby stipulates and agrees that any and all changes in the Contract or compliance or noncompliance with the formalities in the Contract for making such changes shall not affect the Surety's obligations under this bond and the Surety hereby waives notice of any such changes.

(End of Page)

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this 1st day of February, 2017.

ISS Facility Services, Inc.  
CONTRACTOR

By: Kelli Cubeta  
Vice President Kelli Cubeta  
+ Assistant Secretary  
Westchester Fire Insurance Company  
SURETY

By: Victoria P. Parkerson  
Attorney-in-Fact Victoria P. Parkerson

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

CITY AND COUNTY OF DENVER

By: [Signature]  
MAYOR

By: [Signature]  
CEO Department of Aviation

APPROVED AS TO FORM:

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

By: [Signature]  
Assistant City Attorney

# Power of Attorney

## WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Christopher R Kelly, Cindy Lawson, Joanne Czlapinski, John B O'Keefe, Victoria P Parkerson, all of the City of HARTFORD, Connecticut, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Seventy Five million dollars & zero cents (\$75,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office,

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 21 day of September 2015.

WESTCHESTER FIRE INSURANCE COMPANY

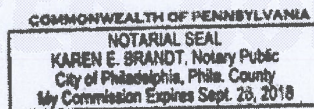


*Stephen M Haney*  
Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF PHILADELPHIA ss.

On this 21 day of September, AD. 2015 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company, that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written



*Karen E Brandt*  
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 18<sup>th</sup> day of February, 2017



*William L. Kelly*  
William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER September 21, 2017.







**DENVER**  
THE MILE HIGH CITY

TO: All Users of the City of Denver Prevailing Wage Schedules  
FROM: Susan Keller, OHR Compensation and Classification  
DATE: December 5, 2016  
SUBJECT: Latest Update to Prevailing Wage Schedules

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

Modification No. 129  
Publication Date: December 1, 2016  
(11 pages)

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

Questions call (720) 913-5726.

Attachments as listed above.

## APPLIANCE MECHANIC

Last Revision: 02-19-2009

Effective: 02-19-2009

Classification:	<u>Base Wage</u>	<u>Fringes</u>
<b>Appliance Mechanic</b>	\$22.34/hour	\$5.82/hour

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

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

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

## BAGGAGE HANDLING SYSTEM MAINTENANCE

Last Revision: 10-9-2014

Effective: 9-15-2016

Classification:	<u>Base Wage</u>	<u>Fringes</u>
<b>Entry-Support Mechanic</b>	\$15.26/hour	\$6.03/hour
<b>Machinery Maintenance Mechanic</b>	\$21.26/hour	\$6.72/hour
<b>Controls System Technician</b>	\$24.90/hour	\$7.14/hour

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

### **Entry Support Mechanic**

Under direct supervision, assists the Machinery Maintenance Mechanic in maintaining the operational status of the baggage handling system. Duties include but are not limited to; assisting with adjustments with belt tracking, belt tension, and gearbox.

### **Machinery Maintenance Mechanic**

Performs routine and basic adjustments of baggage handling system equipment including but not limited to, belt tracking, belt tension, and gearbox and bearing lubrication. Performs daily and periodic shift inspections, cleaning, and diagnostics of mechanical system components based on an established preventive maintenance program. Dismantles, repairs, and reassembles equipment or machines for stock replacement or to restore baggage handling system equipment to operational status. Preventive maintenance and overhauling machines includes, but is not limited to, motors, clutches, brakes, transporting telecars, bearings, drive belts, drive shafts, pulleys, gearboxes (speed reducers), and conveyor belting. Maintains daily turnover reports and hourly labor time sheets for warranty reimbursement and statistical tracking of repairs.

### **Controls System Technician**

Performs a variety of functions such as installation, maintenance, and repair of devices which control and are controlled by the baggage handling system and related equipment. Such devices include, but are not

limited to, personal computers, programmable logic controllers and peripherals, motor control panels, photoelectric sensors, sync-pulse tachometers, laser and RF readers, linear induction motors and servo-drives. Troubleshoots and repairs all control system and electrical failures by applying comprehensive technical knowledge to solve problems by interpreting manufacturer manuals or similar documents. Work requires familiarity with the interrelationships of electro-mechanical devices.

Removes and replaces plug-in type boards and components. Aligns, replaces, and cleans photocells. Makes minor repairs of connectors, wiring and fuses on-site, and cleans and performs diagnostic routines of electrical and control system components. Performs scheduled routine maintenance on all control system components and reporting devices (including personal computers), based on recommended manufacturer practices. Uses a personal computer to diagnose and correct PLC and operating system software problems. Diagnoses, repairs and aligns laser array (baggage tag reader) and RF reader hardware and software.

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

### **BUILDING ENGINEER**

Last Revision: 07-17-2014

Effective: 08-18-2016

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

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

## FUEL HANDLER SERIES

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

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

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

### **Fuel Distribution System Operator:**

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

### **Lead Fuel Distribution System Operator:**

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

### **Fuel Distribution System Mechanic:**

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

### **Lead Fuel Distribution System Mechanic:**

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

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

## CUSTODIANS

Last Revision: 12-3-2015

Effective: 12-1-2016

<u>Classification</u>	<u>Base Wage</u>	<u>Fringes</u>
Custodian I	\$14.53/hour	\$5.27 SINGLE \$7.33 2-PARTY \$9.29 FAMILY
Custodian II	\$14.88/hour	\$5.31 SINGLE \$7.37 2-PARTY \$9.33 FAMILY

### Benefits and Overtime

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

### Position Descriptions:

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

## DIA OIL & GAS WAGES

Last Revision: 3-19-2015  
Effective: 3-17-2016

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

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

### **HEAVY EQUIPMENT MECHANIC**

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

### **PIPEFITTER, MAINTENANCE**

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

### **WELL DRILLER**

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

**LABORER**

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

**TRUCKDRIVER, HEAVY TRUCK**

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

**GLYCOL FACILITY WAGES**

Effective: 7-21-2016

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

Service Contract Act Wage Determination No. 2005-2081 Rev No. 15 was used to obtain the base wages and calculate fringe benefits.

**FIRE EXTINGUISHER REPAIRER**

Last Revision: 09/03/2015  
Effective Date: 08/18/2016

<u>Classification:</u>	<u>Base Wages:</u>	<u>Fringes:</u>
Fire Extinguisher Repairer	\$19.57/hr	\$6.53

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

**FURNITURE MOVERS**

(Moving, Storage and Cartage Workers)

Last Revision: 10-9-2014  
Effective: 10-22-2015

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

**LANDSIDE PARKING ELECTRONICS TECHNICIAN**

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

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

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

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



**SIGN ERECTOR**

Last Revision: 10-15-2009  
Effective: 10-15-2010

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

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

**TELEDATA TECHNICIAN**

**Effective 09/16/2014 the Teledata Technician classification will utilize the base pay and fringe benefits for the Electrician classification under the Davis Bacon Building wage determination.**

**FINISHER & JOURNEYMAN (TILE, MARBLE AND TERRAZZO)**

Effective: 7-21-2016

Classification:	<b><u>Base Wage</u></b>	<b><u>Fringes</u></b>
<b>Finisher (Tile-Marble-Terrazzo)</b>	\$20.87/hr	\$8.42/hr
<b>Journeyman (Tile, Marble, Terrazzo)</b>	\$26.83/hr	\$8.48/hr

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

## **TRANSIT TECHNICIANS**

Last Revision: 12-18-2015

Transit Technician Series Effective: 12-01-16

Elevator Repairer Effective: 12-01-16

<b><u>Classification:</u></b>	<b><u>Base Wage</u></b>	<b><u>Fringes</u></b>
<b>Transit Technician - Entry</b>	\$24.34/hour	\$7.08/hour
<b>Transit Technician - Senior</b>	\$26.61/hour	\$7.34/hour
<b>Transit Technician - Lead</b>	\$27.82/hour	\$7.48/hour
<b>Elevator Mechanic/Repairer</b>	\$42.35/hour	\$35.72/hour (< 5 yrs. service) \$36.58/hour (> 5 yrs. service)

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

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

**Transit Technician-Senior:** This is a full performance level class performing various corrective and preventive maintenance, inspections, repairs, and adjustments to all systems, subsystems, and components of an electronic, mechanical, electro-mechanical, hydraulic, and pneumatic nature; monitors the transit system via a central computer system to make automated adjustments in the operation and maintenance of the transit system.

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

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

## TREE TRIMMERS

Last Revision: 10-15-2009

Effective: 10-15-2010

Classification:	<u>Base Wage</u>	<u>Fringes</u>
<b>Tree Trimmer</b>	\$16.77/hour	\$2.48/hour

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

## WINDOW CLEANERS

Last Revision: 2-18-2016

Effective: 12-01-2016

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

### Benefits/Overtime

Parking	With valid monthly parking receipt from approved parking lot, employees are reimbursed for the cost of parking. The employer shall reimburse employees for parking expenses from other parking lots up to the amount reimbursed for DIA Employee Parking Lot upon the submission of a monthly parking receipt. Only (1) one receipt per month.
Shift Differential	\$0.75 per hour for employees assigned to 3rd shift (11:00 p.m. to 7:00 a.m.)
Overtime	One and one-half (1½) times the basic rate of pay in excess of 7.5 hours worked per day or 37.5 hours worked per week.
Lunch	Any employee working seven and a half (7.5) hours in a day is entitled to a thirty (30) minute paid lunch.
Lead Work	\$1.25 per hour above highest paid employee under supervision
High Work	\$1.75 per hour (21 feet or more from ground (base) to top of surface/structure being cleaned)
Training	\$0.25 per hour
ECOPASS	The Company will provide an Eco-Pass to all bargaining unit employees or pay \$.24 per hour for travel differential.

Note:

The Career Service Board in their public hearing on April 3, 2008, approved to amend prevailing wages paid to the Window Cleaners as follows: "All contractors shall provide fringe benefits or cash equivalent at not less than the single rate amount. Contractors who offer health insurance shall provide an employer contribution to such insurance of not less than the 2-party or family rate for any employee who elects 2-party or family coverage. Contractors who offer such coverage will be reimbursed for their employer contributions at the above rates under any City contract incorporating this wage specification."

**PEST CONTROLLER**

Last Revision: 9-3-2015  
Effective Date: 08/18/2016

Classification:	<u>Base Wage</u>	<u>Fringes</u>
<b>Pest Controller</b>	\$20.41/hour	\$6.63 /hour

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

EXHIBIT G

**EXECUTIVE ORDER NO. 136**

**TO: All Departments and Agencies Under the Mayor**

**FROM: John W. Hickenlooper, Mayor**

**DATE: May 21, 2009**

**SUBJECT: Non-displacement of Qualified Workers under City Service Contracts**

**Purpose:** When a city service contract expires, and a follow-on contract is awarded for the same service, at the same location, the successor contractor or its subcontractors often hires the majority of the predecessor's employees. On some occasions, however, a successor contractor or its subcontractors hires a new work force, thus displacing the predecessor's employees.

The City and County of Denver's procurement interests in economy and efficiency are served when the successor contractor hires the predecessor's employees. A carryover work force reduces disruption to the delivery of services during the period of transition between contractors and provides the City and County of Denver benefits of an experienced and trained work force that is familiar with the city's personnel, facilities and requirements.

- 0.0 **Applicable Authority.** The applicable authority relevant to the provisions and requirements of this Executive Order is found in § 2.2.10 (A) and (C) of the Charter of the City and County of Denver, as well as in the Mayor's authority to make and enforce contracts on behalf of the City and County of Denver as set forth in §§ 2.2.3 and 2.2.4 of the Charter.
- 1.0 **Policy.** It is the policy of the City and County of Denver that city service contracts and solicitations for such contracts shall include a clause that requires the contractor, and its subcontractors, under a contract that succeeds a contract for performance of the same or similar services at the same location, to offer those employees (other than managerial and supervisory employees) employed under the predecessor contract whose employment will be terminated as a result of the award of the successor contract, a right of first refusal of employment under the contract in positions for which they are qualified. There shall be no employment openings under the contract until such right of first refusal has been provided. Nothing in this order shall be construed to permit a contractor or subcontractor to fail to comply with any provision of any other Executive Order or other applicable laws and policies.

2.0 **Applicability.** As used in this Executive Order, the term “city services contract” shall mean a contract entered into directly by the City and County of Denver with a private contractor to provide maintenance or operational services to a city building or facility, and to which either the city’s Living Wage Ordinance (Sec. 20-80, D.R.M.C.) or the city’s Prevailing Wage Ordinance (Sec. 20-76) otherwise applies; to wit, this Executive Order shall apply to contracts for the performance of work by the following types of service employees only:

- A. Parking lot attendant.
- B. Security guard.
- C. Child care worker at any public building or public parking facility owned by the city.
- D. Clerical support worker.
- E. Janitors or custodian, including window washers and other similar janitorial or custodial work.

3.0 **Authority to Exempt Contracts.** If the head of any department or agency finds that the application of any of the requirements of any requirement of this Executive Order would not serve the purposes of this order or would impair the ability of the City and County of Denver to procure services on an economical and efficient basis, the head of such department or agency may exempt its department or agency from the requirements of any or all of this Executive Order with respect to a particular city services contract or any class of city services contracts.

4.0 **Contract Clause.** The following contract clause shall be included in solicitations for city service contracts that succeed contracts for performance of the same service at the same location and in the contract itself:

“NONDISPLACEMENT OF QUALIFIED WORKERS

“(a) Consistent with the efficient performance of this contract, the contractor and its subcontractors shall, except as otherwise provided herein, in good faith offer those employees (other than managerial and supervisory employees) employed under the predecessor contract whose employment will be terminated as a result of award of this contract or the expiration of the contract under which the employees were hired, a right of first refusal of employment under this contract in positions for which employees are qualified. The contractor and its subcontractors shall determine the number of employees necessary for efficient performance of the work. Except as provided in paragraph (b) there shall be no employment opening under this contract, and the

contractor and any subcontractors shall not offer employment under this contract, to any person prior to having complied fully with this obligation. The contractor and its subcontractors shall make an express offer of employment to each employee as provided herein and shall state the time within which the employee must accept such offer, but in no case shall the period within which the employee must accept the offer of employment be less than 10 days.

“(b) The contractor shall retain, for a ninety (90) day transition employment period, qualified employees who have exercised their right to accept employment with the contractor as provided in paragraph (a) of this section. During the ninety (90) day transition employment period, the contractor shall not discharge without cause an employee retained pursuant to this section. For purposes of this section, the term “cause” shall include, but not be limited to, the employee’s conduct while employed under the predecessor contract that may have contributed to any decision to terminate the predecessor contract. At the end of the ninety (90) day transition employment period, the contractor shall perform a written performance evaluation for each service employee retained pursuant to this section. If the employee’s performance during such ninety (90) day period is satisfactory, the contractor shall offer the employee continued employment under the terms and conditions established by the contractor or as required by law; provided, however, nothing in this section shall be construed to create any right or entitlement to continued employment by the contractor for any particular period of time in excess of the ninety (90) day transition employment period.

“(c) Notwithstanding the obligation under paragraph (a) above, the contractor and any subcontractors (1) may employ under this contract any employee who has worked for the contractor or subcontractor for at least 3 months immediately preceding the commencement of this contract and who would otherwise face lay-off or discharge, (2) are not required to offer a right of first refusal to any employee(s) of the predecessor contractor who are not service employees within the meaning of Section 3.0 of Executive Order No. 136, and (3) are not required to offer a right of first refusal to any employee(s) of the predecessor contractor whom the contractor or any of its subcontractors reasonably believes, based on the particular employee’s past performance, has failed to perform suitably on the job.

“(d) The contractor shall, not less than 10 days before completion of this contract, furnish the contract administrator a certified list of the names of all service employees working under this contract and its subcontracts during the last month of contract performance. The list shall also contain anniversary dates of employment of each service

employee under this contract and its predecessor contracts either with the current or predecessor contractors or their subcontractors. The contract administrator will provide the list to the successor contractor, and the list shall be provided on request to employees or their representatives.

“e) If it is determined that the contractor or its subcontractors are not in compliance with the requirements of this clause, appropriate sanctions may be imposed and remedies invoked against the contractor or its subcontractors, as provided in this contract.

“(f) In every subcontract entered into in order to perform services under this contract, the contractor will include provisions that ensure that each subcontractor will honor the requirements of paragraphs (a) through (b) with respect to the employees of a predecessor subcontractor or subcontractors working under this contract, as well as of a predecessor contractor and its subcontractors. The subcontract shall also include provisions to ensure that the subcontractor will provide the contractor with the information about the employees of the subcontractor needed by the contractor to comply with paragraph (c) above. The contractor will take such action with respect to any such subcontract as may be directed by the contract administrator as a means of enforcing such provisions, including the imposition of sanctions for non-compliance: provided, however, that if the contractor, as a result of such direction, becomes involved in litigation with a subcontractor, or is threatened with such involvement, the contractor may request that the city enter into such litigation to protect the interest of the city.”

**5.0**        **Enforcement.** The head of the department or agency administering a particular city service contract is responsible for receiving any complaints, investigating, and obtaining compliance with this Executive Order and any contractual provision entered into pursuant to this order.

**6.0**        **Severability.** If any provision of this Executive Order, or the application of such provision to any person or circumstance, is held to be invalid, the remainder of this order and the application of the provisions of such to any person or circumstance shall not be affected. Thereby.

**7.0**        **General Provisions.**

7.1        Nothing in this Executive Order shall be construed to impair or otherwise affect the authority granted by law to any department or agency of the city.

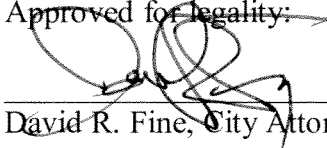


- 7.2 This Executive Order shall be implemented consistent with applicable law and subject to the availability of appropriations.
- 7.3 This Executive Order is not intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the City and County of Denver, its departments, agencies, officers, employees, agents, or any other person.

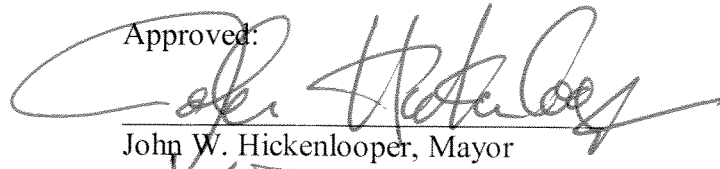
8.0 **Effective Date.** This order shall become effective immediately and shall apply to solicitations for city service contracts issued on or after the date set forth above.


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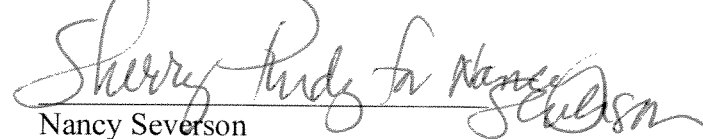
Approved for legality:

  
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David R. Fine, City Attorney

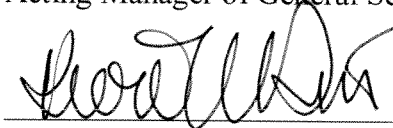
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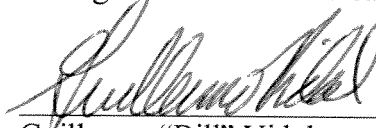
  
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John W. Hickenlooper, Mayor

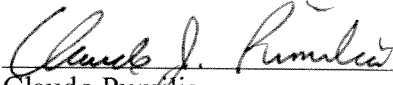
  
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Kim Day  
Manager of Aviation

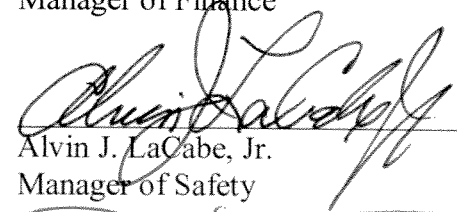
  
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Nancy Severson  
Manager of Environmental Health


  
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Acting Manager of General Services

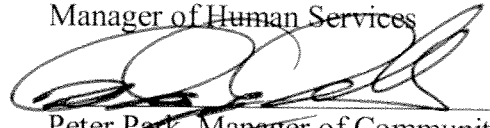
  
\_\_\_\_\_  
Kevin Patterson  
Manager of Parks & Recreation

  
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Guillermo "Bill" Vidal  
Manager of Public Works

  
\_\_\_\_\_  
Claude Pumilia  
Manager of Finance

  
\_\_\_\_\_  
Alvin J. LaCabe, Jr.  
Manager of Safety

  
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Patricia Wilson Pheanious  
Manager of Human Services

  
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Peter Park, Manager of Community  
Development and Planning