

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2013

COUNCIL BILL NO. CB13-0157
COMMITTEE OF REFERENCE:
BUSINESS, WORKFORCE, & SUSTAINABILITY

A BILL

For an ordinance approving a proposed Agreement between the City and County of Denver and ISS, Inc. for window washing services at Denver International Airport.

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

Section 1. The proposed Agreement between the City and County of Denver and ISS, Inc. in the words and figures contained and set forth in that form of Agreement available in the office and on the web page of City Council, and to be filed in the office of the Clerk and Recorder, Ex-Officio Clerk of the City and County of Denver, under City Clerk's Filing No. 2013-0207, is hereby approved.

COMMITTEE APPROVAL DATE: March 14, 2013

MAYOR-COUNCIL DATE: March 19, 2013

PASSED BY THE COUNCIL: _____, 2013
_____ - PRESIDENT

APPROVED: _____ - MAYOR _____, 2013

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

NOTICE PUBLISHED IN THE DAILY JOURNAL: _____, 2013; _____, 2013

PREPARED BY: John M. Redmond, Assistant City Attorney *JMR* DATE: March 21, 2013

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

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

BY: _____, Assistant City Attorney DATE: March 21, 2013

AGREEMENT

THIS AGREEMENT, 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 INC.**, a Delaware Corporation who is authorized to business in the State of Colorado, ("Contractor"), Party of the Second Part:

WITNESSETH:

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

WHEREAS, the City desires to obtain window washing services (the "Services") for airport facilities at DIA; 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 DIA, 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 Agreement, unless the context requires otherwise:

1.01 AIRPORT; DIA

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

1.02 CONTRACT ADMINISTRATOR

The City's Manager of Aviation, his or her designee or successor in function (hereinafter referred to as the "Manager of Aviation" or the "Manager") authorizes all work performed under this Agreement. The Manager hereby delegates his or her authority over the work described herein to the Deputy Manager of Aviation for Airport Infrastructure Maintenance, hereinafter referred to as "Deputy Manager," as the Manager's authorized representative for the purpose of administering, coordinating and approving work performed by the Contractor under this Agreement. The Deputy Manager's authorized representative for day-to-day administration of the Contractor's services under this Agreement is the City Contract Administrator. The Contractor shall submit its reports, memoranda, correspondence and submittals to the City

Contract Administrator. The Manager and the Deputy Manager may rescind or amend any such designation of representatives or delegation of authority and the Deputy Manager may from time to time designate a different individual to act as City Contract Administrator, upon notice to the Contractor.

1.03 AGREEMENT 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 Agreement Documents or the Agreement 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:

AGREEMENT

Appendix No. 1	Standard Federal Assurances
Appendix No. 2	Nondiscrimination in Airport Employment Opportunities
Exhibit A	Scope of Work
Exhibit B	Department of Aviation Policies and Procedures No. 1005 Service Contract Worker Retention
Exhibit C	City and County of Denver Insurance Certificate
Exhibit D	Performance Bond
Exhibit E	Irrevocable Letter of Credit
Exhibit F	Prevailing Wage Schedule
Exhibit G	Executive Order 136 Non-Displacement of Qualified Workers under City Service Contracts

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 MANAGER

"Manager" means the Manager 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 Deputy Manager or his or her authorized representatives.

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

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

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, 2013, and shall terminate at 12:00 a.m. M.S.T. on May 1, 2015, unless earlier terminated in accordance with the Contract Documents. It is also a specific provision of this Contract that the Manager in her discretion (or her designee) may renew and continue the Contract under the same terms and conditions as the original contract for up to two (2) additional years in increments of one or two years. Though multiple extensions may be granted, in no event shall the total extensions total more than two years. In addition, the term of this Contract may be extended in the Manager's discretion, by written notice from the City to the Contractor, to allow the completion of any work which has been commenced prior to the date upon which this Agreement otherwise would terminate. However, no extension of the Contract Term shall increase the Maximum Contract Amount stated herein; such amount may be changed only by a duly executed written amendment to this Contract.

SECTION 4 - COMPENSATION AND PAYMENT

4.01 COMPENSATION

The City hereby agrees to pay the Contractor, and the Contractor agrees to accept as its sole compensation for its complete costs incurred and services rendered under this Agreement, an amount negotiated for individual tasks included in the project's scope of work as set forth in 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 Six Million Four Hundred Seventy Eight Thousand Three Hundred Twenty Four Dollars (\$6,478,324.00) (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. 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 City's Deputy Manager of Aviation, Maintenance and Engineering and by the City's Deputy Manager of Aviation, Finance and Administration, otherwise it is invalid and the Contractor is without authority to proceed. Payments hereunder will be made subject to the multi-year conditions stated above.

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 (including but not limited to the Scope of Work). 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 be aware of and comply with the policies (if applicable) outlined in Exhibit G Executive Order No. 136 "Non-displacement of Qualified Workers under City Service Contracts" and Exhibit B Department of Aviation Policies and Procedures No 1005 "Service Worker Contract Retention".

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

5.02 EMPLOYEE DRIVER LICENSES AND RECORDS

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

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

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 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 DIA's Environmental Management System (EMS), as summarized in DIA Rules and Regulations Part 180 (Environmental Management) and DIA's Environmental Policy, both available at www.flydenver.com/biz/index.asp. These Environmental Requirements include, but are not limited to, requirements regarding the storage, use, and disposal of Hazardous Materials, petroleum products; the National Environmental Policy Act (NEPA); the Clean Water Act (CWA); and all other federal, state, and local water, wastewater, and air quality regulations.

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

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

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

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

5.08 EXISTING UTILITIES AND STRUCTURES

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

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

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

5.05 KEYS

Upon termination of this agreement Contractor shall return to City all Airport keys. Additionally, the Contractor shall return to the City any Airport keys of terminated employees of the Contractor or Sub-contractor. The Contractor agrees to not cause, allow, or contribute to the making of any unauthorized copies of any Airport keys issued to its employees or sub-contractors. The Contractor further agrees that any loss or the non-return of any Airport keys by any of its employees or sub-contractors may render the Contractor responsible for the expenses of a relock of the affected areas. Relock is defined as any changing of the lock mechanism to accommodate a different key due to the loss of a Contractor (or Sub-contractor) key(s). The Contractor also understands that any Airport keys must be returned to the City upon request.

SECTION 6 – INDEMNITY; INSURANCE; BONDS

6.01 INSURANCE:

A. The Contractor shall obtain and keep in force during the entire term of this Agreement, all of the insurance policies described in the City's form of insurance certificate

which is attached to this Agreement as **Exhibit C** and incorporated herein. Such insurance coverage includes workers' compensation and employer liability, commercial general liability, business automobile liability, and if appropriate, professional liability. Upon execution of this Agreement, the Consultant shall submit to the City a fully completed and executed original of the attached insurance certificate form or an ACORD form, which specifies the issuing company or companies, policy numbers and policy periods for each required coverage.

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

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

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

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

6.02 DEFENSE AND INDEMNIFICATION

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

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

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

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

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

6.03 INSPECTION OF RECORDS:

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

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

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

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

6.04 PERFORMANCE BOND

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

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

D. The only acceptable alternative to a Performance Bond is an Irrevocable Unconditional Letter of Credit from a local financial institution acceptable to the City and County of Denver in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00). Renewal of said Irrevocable Unconditional Letter of Credit during the term and any one-year extensions of the Agreement shall be as set out above with respect to the Performance, Payment, and Guarantee Bond.

E. The City's forms of Performance Bond or Irrevocable Unconditional Letter of Credit must be used. Those forms are attached to this Agreement and incorporated herein as Exhibits D and E. Attorneys-in-Fact who sign a Performance Bond must file with such Bond a certified copy of their Power-of-Attorney to sign such Bond 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 by the Manager of Aviation or his/her authorized representative before the subcontractor begins work. The Manager 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 Manager or his/her authorized representative approves any such subcontractor, the Contractor shall submit to the Manager or his/her authorized representative 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 Manager of Aviation may by written notice to the Contractor, suspend by a stop-work order or terminate the Contractor's services hereunder, or the part of such services performed by such workers. The issuance of a stop-work order shall not relieve the Contractor or its sureties of any obligations or liabilities to the City under this Contract, including liability to the City for any extra costs incurred by it in obtaining substitute services for 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 CITY CONTRACT ADMINISTRATOR

A. The day to day administration of this Contract is vested in the City Contract Administrator. The City Contract Administrator or other City representative is to have free access to the Contractor's work areas at the Airport. The City Contract Administrator or other City representative shall have the right to inspect facilities and equipment to ensure compliance with the Contract. The City 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 City Contract Administrator may make changes in the specifications of work performed by the Contractor, if such changes do not alter the general nature of the work being performed. Notice to the Contractor of such changes will be made orally if the duration of such changes is less than one week; otherwise, notice will be given in writing.

9.02 CONTRACTOR'S UNSATISFACTORY PERFORMANCE

If, in the opinion of the Manager, the Contractor's performance under this Contract becomes unsatisfactory, the City shall notify the Contractor in writing, specifying the instances of unsatisfactory performance. The Contractor 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 Manager of Aviation following the procedures outlined in Denver Revised Municipal Code Section 5-17. It is further agreed that no cause of action shall be brought against the City until there has been full compliance with the terms of this Section.

SECTION 10 – DEFAULT; REMEDIES

10.01 DEFAULT

The following are events of default under this Contract:

- A. In the opinion of the Manager, the Contractor fails to perform adequately the services required in the contract.
- B. In the opinion of the Manager the Contractor fails to perform the required work within the time stipulated in the contract.
- C. In the opinion of the Manager, the Contractor provides material that does not meet the requirements of the Contractual Agreement
- D. In the opinion of the Manager, the Contractor attempts to impose on the City and County of Denver materials, products, service or workmanship which is of an unacceptable quality.
- E. In the opinion of the Manager, the Contractor fails to make progress in the performance of the requirements of the contract and/or gives the City and County of Denver a positive indication that the Contractor will not or cannot perform to the requirements of the Contractual Agreement.
- F. The Contractor is in default under any other contract, purchase order or agreement with the City.
- G. The Contractor becomes insolvent, or takes the benefit of any present or future insolvency or bankruptcy statute, or makes a general assignment for the benefit of creditors, or consents to the appointment of a receiver, trustee or liquidator of any or substantially all of its property.
- H. The Contractor transfers its interest under this Contract, without the prior written approval of the City, by reason of death, operation of law, assignment, sublease or otherwise, to any other person, entity or corporation.
- I. The Contractor gives its permission to any person to use for any illegal purpose any portion of the Airport made available to Contractor for its use under this Agreement.
- J. The Contractor fails to comply with any of the provisions of this Contract concerning Airport security.
- K. The Contractor or any of its officers or employees are convicted, plead nolo contendere, enter into a formal agreement in which they admit guilt, enter a plea of guilty, or otherwise admit culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-

rigging, antitrust, fraud, obstruction of justice, undue influence, theft, racketeering, extortion, or any offense of a similar nature, in connection with Contractor's business.

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

10.02 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 Manager in 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.

10.03 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 COLORADO GOVERNMENTAL IMMUNITY ACT: 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.

11.02 NO AUTHORITY TO BIND CITY TO CONTRACTS: The Contractor has no authority to bind the City on any contractual matters. Final approval of all contractual matters which obligate the City must be by the City as required by Charter and ordinance.

11.03 ASSIGNMENT: The Contractor covenants and agrees that it will not assign or transfer its rights hereunder without first obtaining the written consent of the City's Manager of Aviation thereto. Any attempt by the Contractor to assign or transfer its rights hereunder without such prior written consent of the Manager shall, at the option of said Manager, automatically terminate this Agreement and all rights of the Contractor hereunder. Such consent may be granted or denied at the sole and absolute discretion of said Manager.

11.04 INSPECTION OF RECORDS:

A. In connection with any consulting services performed hereunder on items of work toward which federal funds may be received under the Airport and Airway Improvement Act of 1982, as amended, the City and County of Denver, the Federal Aviation Administration, the Comptroller General of the United States and any other duly authorized representatives shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts and transcriptions. The Contractor further agrees that such records will contain information concerning the hours and specific tasks performed along with the applicable federal project number.

B. The Contractor agrees that until the expiration of three years after the final payment under this Agreement, any duly authorized representative of the City, including the Manager or City Auditor or their representatives, shall 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, without regard to whether the work was paid for in whole or in part with federal funds or was otherwise related to a federal grant program.

11.05 INFORMATION FURNISHED BY CITY: The City will furnish to the Contractor available information concerning the Airport and any such other matters that may be necessary or useful in connection with the work to be performed by the Contractor under this Contract. The Contractor shall be responsible for the verification of the information provided to the Contractor.

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

11.07 STATUS OF CONTRACTOR AS INDEPENDENT CONTRACTOR: It is understood and agreed by and between the parties hereto 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 subcontractors are employees or officers of the City under Chapter 18 of the Revised Municipal Code or for any purpose whatsoever.

11.08 TERMINATION:

A. The City has the right to terminate this Agreement without cause on thirty (30) days written notice to the Contractor and with cause on ten (10) days written notice to the Contractor. However, nothing herein shall be construed as giving the Contractor the right to perform services under this Agreement beyond the time when such services become unsatisfactory to the Manager.

B. If this Agreement is terminated by the Contractor, or if this Agreement is terminated by the City for cause, the Contractor shall be compensated for, and such compensation shall be limited to, (1) the sum of the amounts contained in invoices which it has submitted and which have been approved by the City, (2) the reasonable value to the City of the work which the Contractor performed prior to the date of the termination notice, but which had not yet been approved for payment, and (3) the cost of any work which the Manager approves in writing which he determines is needed to accomplish an orderly termination of the work. If this Agreement is terminated for the convenience of the City and without the fault of the Contractor, the Contractor shall also be compensated for any reasonable costs it has actually incurred in performing services hereunder prior to the date of the termination.

C. If this Agreement is terminated, the City shall take possession of all materials, equipment, tools and facilities owned by the City which the Contractor is using by whatever method it deems expedient, and the Contractor shall deliver to the City all drafts or other documents it has completed or partially completed under this Agreement, together with all other items, materials and documents which have been paid for by the City, and these documents and materials shall be the property of the City. This paragraph specifically excludes any software

licenses, and the rights granted to the City there under, shall, upon termination, cease and the software programs shall be deinstalled and returned to Contractor or destroyed.

D. Upon termination of this Agreement by the City, the Contractor shall have no claim of any kind whatsoever against the City by reason of such termination or by reason of any act incidental thereto, except for compensation for work satisfactorily performed as described herein.

E. The Contractor has the right to terminate this contract with or without cause by giving not less than thirty (30) days prior written notice to the City.

11.09 NOTICES: Notices concerning termination of this Agreement, notices of alleged or actual violations of the terms or conditions of this Agreement and other notices of similar importance shall be made:

by Contractor to: Manager of Aviation
Denver International Airport
8500 Peña Boulevard
Denver, Colorado 80249-6340

and by City to: ISS Facility Services Inc.
2000 Clay Street Suite 100
Denver CO 80211
Attn: Scott Murray

11.10 NO WAIVER OF RIGHT: No assent, expressed or implied, to any breach of any one or more of the covenants, terms and provisions of this Agreement shall be deemed or taken to be by the City a waiver of any succeeding or other breach.

11.11 NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under this Agreement, the Contractor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation, terms, conditions or privileges of employment against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and the Contractor further agrees to insert the foregoing provision in all subcontracts hereunder.

11.12 TAXES AND COSTS: The Contractor shall promptly pay, when due, all taxes, bills, debts and obligations it incurs performing work under this Agreement and shall allow no lien, mortgage, judgment or execution to be filed against land, facilities or improvements owned by the City. If the City is exempt from the payment of such sales or use taxes, the City shall promptly, upon the execution of this Agreement, notify and provide to Contractor a tax-exempt certificate.

11.13 COMPLIANCE WITH ALL LAWS AND REGULATIONS: All of the work performed under this Agreement by the Contractor shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado and with the charter, ordinances, and rules and regulations of the City and County of Denver.

11.14 NO THIRD PARTY BENEFICIARIES: The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to the City and the Contractor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of the City and the Contractor that subconsultants and any other person other than the City or the Contractor receiving any benefits from this Agreement shall be deemed to be incidental beneficiaries only.

11.15 ADVERTISING AND PUBLIC DISCLOSURES: The Contractor shall not reference this Agreement or its work hereunder in marketing or public relations materials without first obtaining the written approval of the Manager, which approval will not be unreasonably withheld. Any oral presentation or written materials related to Denver International Airport shall include only presentation materials, work product, designs, renderings and technical data which have been submitted to the Deputy Manager for review and approval. The Deputy Manager shall review and either reject, modify, or approve submittals in a timely manner so that the Scope of Work is not adversely affected. Nothing herein shall preclude the transmittal of by the City any information to officials of the City, including without limitation, the Mayor, the Manager of Aviation, member or members of City Council, or the Auditor.

11.16 OWNERSHIP OF WORK PRODUCT: The City may, without restriction, make use materials and documents created by Contractor and/or submitted to the City by the Contractor under this Agreement. The product of any custom development work performed by the Contractor specifically for the City shall become the sole property of the City.

11.17 PROHIBITION AGAINST EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THIS AGREEMENT:

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

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.

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

11.19 BOND ORDINANCES; GOVERNING LAW; VENUE: This Agreement shall be deemed to have been made in, and 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 the Airport's General Bond Ordinance 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.

11.20 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.

11.21 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.

11.22 ENTIRE AGREEMENT: The parties acknowledge and agree that the provisions contained herein constitute the entire agreement 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 Agreement, except those which are expressly reserved herein to the Manager, shall be valid unless they are contained in an instrument which is agreed to by all the parties with the same formality as this Agreement.

11.23 SEVERABILITY: In the event any of the provisions, or applications thereof, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or applications thereof, shall not be affected.

11.24 HEADINGS: The heading contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

11.25 CONFLICT OF INTEREST: The Contractor agrees that it will not engage in any transaction, activity or conduct which would result in a conflict of interest under this Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interest of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict exists after it has given the Contractor written notice which describes the conflict. The Contractor shall have thirty (30) days after the notice is received to eliminate or cure the conflict of interest in a manner acceptable to the City.

11.26 CONTRACT DOCUMENTS; ORDER OF PRECEDENCE: This Agreement consists of Articles 1 through 11, which precede the signature page, and the following exhibits and attachments which are incorporated herein and made a part hereof by reference:

Exhibit A	Scope of Work
Exhibit B	Executive Order 136 Non-displacement of Qualified Workers
Exhibit C	Certificate of Insurance
Exhibit D	Performance Bond
Exhibit E	Irrevocable Letter of Credit
Exhibit F	Prevailing Wage Schedule
Exhibit G	Department of Aviation Policies and Procedures No 1005
Appendix No. 1	Standard Federal Assurances and Nondiscrimination
Appendix No. 2	Nondiscrimination in Airport Employment Opportunities

In the event of an irreconcilable conflict (i) between a provision of Articles 1 through 34 and any of the listed exhibits or attachments or (ii) between provisions of any exhibits or attachments, such that it is impossible to give effect to both, the order of precedence to determine which document shall control to resolve such conflict, is as follows, in descending order:

- Appendix No. 1
- Appendix No. 2
- Articles 1 through 11 hereof
- Exhibit A
- Exhibit B
- Exhibit C
- Exhibit D
- Exhibit E
- Exhibit F
- Exhibit G

11.27 CITY EXECUTION OF AGREEMENT: This Agreement 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. This Agreement may be signed electronically by either party in the manner specified by the City.

[SIGNATURE PAGES FOLLOW]

APPENDIX NO. 1

STANDARD FEDERAL ASSURANCES AND NONDISCRIMINATION

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

During the term of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations.** The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, and Title 14, CFR, Part 152, Subpart E, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, creed, color, national origin, or sex in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Title 49, Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontractors, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports.** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor of the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - b. Cancellation, termination, or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions.** The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

8. The Contractor for itself, representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land: (1) that no person on the grounds of race, color, sex, creed or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, sex, creed or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Contractor shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

9. NONDISCRIMINATION IN AIRPORT EMPLOYMENT OPPORTUNITIES

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

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

APPENDIX NO. 2

DISADVANTAGED BUSINESS ENTERPRISES - REQUIRED STATEMENTS

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

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

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

Contract Control Number: PLANE-201208293-00

Contractor Name: ISS FACILITY SERVICES INC

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

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

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

By _____

By _____

By _____



Contract Control Number: PLANE-201208293-00

Contractor Name: ISS FACILITY SERVICES INC

By: *Scott Murray*

Name: *Scott Murray*
(please print)

Title: *V.P. Aviation Division*
(please print)

ATTEST: [if required]

By: *Deborah E. Telkamp*

Name: *Deborah E. Telkamp*
(please print)

Title: *Office Assistant*
(please print)



EXHIBIT A: SCOPE OF WORK

WINDOW WASHING - 2012

MANNER OF WORK:

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

NON-PERFORMANCE DEDUCTIONS:

- A. Proposal Item List. Contractor failure to perform to the "Proposal Item" as described herein, the City will deduct \$1000.00 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.
- B. 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 contract administrator or his/her designee. If deficiencies noted are not corrected within (6) six hours, the contractor will be charged \$100.00 per hour until said deficiencies is corrected.
- C. 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.

WINDOW CLEANING TECHNICAL SPECIFICATIONS AND WORK ITEMS:

A. 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.

B. 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. 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 Contract Administrator.

C. The work items listed in Contractor's Proposal are sometimes referred to herein as "Proposal Items."

D. The Contactor's management or supervisory staff will conduct daily inspections of the work performed with the Contract Administrator and/or other City inspectors assigned to this Contract. Contractor shall correct any deficiencies noted within (6) six hours of the time and date that said deficiencies were brought to the Contractor's attention. Contractor's failure to correct deficiencies within such time will subject Contractor to deductions under Section B.5 for unsatisfactory work.

TRAINING:

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 Contract Administrator a copy of its training manual, which will be kept current with all amendments to the manual.

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 Contract Administrator upon his/her request. The Contract Administrator may, from time to time, monitor the conduct of such training classes.

The failure by the Contractor to comply with the requirements of his section shall constitute a material event of default under this Contract.

EMPLOYEE DRIVER LICENSES AND RECORDS:

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.

The Contractor will review every driver's record quarterly. Drivers with 5 points or more or pending alcohol related charge 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 with the provisions of Executive Order No. 94. The Contractor will supply quarterly

to the Contract Administrator, signed documents that list the name of the employees driving under this Contract with verified State Drivers Licenses.

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.

STAFFING:

PROVIDE YOUR STAFFING PLAN IN SECTION B.35 BELOW. THE MINIMUM NUMBER OF WINDOW CLEANERS SHALL NOT BE LESS THAN (18) EIGHTEEN. THE CITY/DIA RESERVES THE RIGHT TO APPROVE OR DISAPPROVE THE CONTRACTORS STAFFING PLAN.

	1 st Shift Monday – Friday 6:00 AM to 2:00 PM	3 rd Shift Sunday – Thursday 11:00 PM to 7:00 AM
Full time Window Cleaning Personnel	12 (6 ISS and 6 Shawn's)	6- ISS
Full time Supervisor	1-Shawn's	1-ISS
Full time Project Manager	1	

A. If a sub-contractor is used they will need to provide a full time Non-working Supervisor of their own for whatever shifts they are working.

B. The Project Manager and Supervisory positions are full time positions and said personnel are to be on the job site eight (8) hours per day. Supervisors are to be "Non-Working" Supervisors, i.e. employees who do not themselves perform the window cleaning work.

****Project Manager would oversee the Subcontractor and the Contractors employees.**

The Contractor shall provide to the Contract Administrator a complete listing of the names of all window cleaners to be employed on this Contract, the shift each person is working and their status. Such list shall be updated by the Contractor as necessary to keep it current and accurate.

STAFFING DEDUCTIONS:

A. The contractor must have agreed upon 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 on the 46th day the following deduction shall apply:

- Less 1 window cleaner=\$150.00 per day
- Less 2 window cleaners=\$300.00 per day

Less 3 window cleaners = \$450.00 per day
Less 4 window cleaners = \$600.00 per day
Less 1 supervisor = \$300.00 per day
Less 2 supervisor = \$400.00 per day

The contractor will be subject to the above deductions per day until the window cleaner and/or supervisor is replaced.

REPLACEMENT Personnel:

Due to leave of absence (i.e. FMLA, illness, etc.) requiring a window cleaner or supervisor or PM to be off of work more than 30 consecutive days, contractor shall be required to hire a temporary replacement until said employee returns to work.

SHIFT TIMES:

Contractor shall observe the following hours for providing the service:

Sunday through Thursday	2300 – 0700 includes 30min lunch break
Monday through Friday	0600 – 1400 includes 30min lunch break

All window cleaners shall be required to clock in and out, and to sign a performance sheet detailing shift and work performance.

It is essential that the Contractor have a responsible management contact person available to the City, either by cell phone or telephone, twenty-four (24) hours per day, seven (7) days per week.

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

The Project Manager shall make sufficient daily inspections to ensure the work is performed as specified. The Project Manger 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.

The Project Manager shall be assigned one of the required work vehicles, and remain available to the City either in person or by telephone 24 hours per day, seven (7) days per week.

Any person working as Contractor's Project Manager shall meet at least the following minimum qualifications: 5 years management experience in the window cleaning industry; 2 years' experience managing a contract in a comparable position, managing no less than 10 employees; and verifiable attendance at an industry approved safety/training program within the prior two (2) years

UNIFORMS:

All contractor employees shall be provided with new five (5) shirts, (5) pants, hat, and coat with the company logo and the employee's name. Supervisor's shirts should be a different color. Color and style should be coordinated with the Contact Administrator. Uniform shirts must be clearly different and distinguishable at a distance from the uniform shirts used by any other contractor. Color and style must be approved by the Contract Administrator. Contractor will be responsible to replace employee's worn uniform as needed during this contract

EQUIPMENT TO BE PROVIDED BY CONTRACTOR:

Contractor is required to provide the following equipment in performing work under this contract, at a minimum:

All of the required window cleaning equipment and the 2-way radios shall be brand new within 45 days after the beginning term of this Contract. However, office equipment such as computers and fax machines, may be used but must be in excellent, reliable condition and acceptable to the Contract Administrator. The two pick-up trucks, if not new, may be used 2010 or 2011 models with low mileage and in excellent condition.

- 1 20 Foot Scissor lift
- 2 25 Foot Scissor lifts
- 3 Roof Rollers
- 3 Boatswain's Chair Set-ups
- 1 Suspension type scaffold/stage
- 2 Industrial extension ladders with two (2) eighteen (18) foot sections
- 4 Five (5) piece aluminum sectional ladders with five (5) eight (8) foot sections
- 2 40 foot extension ladders
- 2 Pickup trucks, Trucks should be 4 door crew cabs
- 1 Time Clock
- 1 Telephone system (3 lines minimum)
- 28 Personal equipment lockers
- 3 Desk and Chair sets
- 4 File Cabinets
- 1 Copier
- 3 Computers with monitors
- 1 Fax machine
- 10 2 way radios, MA/Com LPE 200 (or equivalent).

All radios must be compatible with the DIA communication system, no exceptions.

Contractor shall also provide all necessary window cleaning tools and supplies to its employees. Including but not limited to the following:

- Squeegees
- Buckets
- Barricades
- Scrapers
- Orange cones
- Wands (Scrubber)

EQUIPMENT AND FACILITIES TO BE PROVIDED BY THE CITY:

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:

Business offices suitable for the management of the Contract.

Break/ storage rooms for Contractor employees.

The City will provide a 90 foot boom truck for Contractor's use. The City 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 the 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.

The City will also provide two (2) parking spaces for Contractor vehicles on A.O.B. West Access Road and AVI reader access for Contractor vehicles to enter secure areas.

CLOSING OF TRAFFIC LANES:

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.

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.

All operations and services of the Contractor in connection with the contract shall be at all times and places subject to inspection of the City. The Contractor shall comply with direction and procedures as may be established from time to time by the City.

Contractor will be required to report to the duty Contract Manager any incident of damage to any property or infrastructure within 30 minutes of occurrence. Damage to property will be reported to appropriate City agencies including but not limited to the Denver Police Department and Denver Fire Department, and Airport Operations.

ADDITIONAL SERVICES:

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. By way of example, but not of limitation, such as additional services may include: additional cleaning of windows for special events; cleaning high beams above 20ft; cleaning of window or glass areas other than those scheduled in this Agreement at the City's request; and work requiring the use of the equipment maintained at the Airport by the Contractor under this Agreement. All work performed as "additional services" hereunder shall be done in accordance with the Contractor's performance standards for work under this Agreement. 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 C.4 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.

MODIFICATIONS TO THE WORK SCOPE SPECIFICATIONS:

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 City's Contract Administrator; 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.

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.

If agreement between the City and the Contractor on price adjustments cannot be reached at time the work modification is directed by the Manager of Aviation with respect to any modification that would result in a reduction of the actual labor hours for such reduced work scope (the "Labor Hours") which, together with all previous modifications would equal a reduction of 50% or more of the Labor Hours as initially provided for under this Contract, then Contractor may elect to terminate the Contract upon 60 days prior written notice to the City.

If agreement between the City and the Contractor on price adjustments cannot be reached at the time the work modification is directed by the Manager of Aviation with respect to any increase in the scope of work or decrease in an amount less than as described in the preceding paragraph of this Section, 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 or 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.

DAMAGE TO CITY PROPERTY:

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. Cost of repair or replacement may be deducted from amount owed by the City to the contractor.

ESTIMATED QUANTITIES:

The approximate service and personnel needs outlined here in are estimated as closely as possible. However, the City neither states nor 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.

QUALIFICATIONS:

DIA 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 acknowledgment of DIA's obligation to the traveling public, its employees and the airline and business partner community, to insure that this obligation is fulfilled, the requirements set forth below must be met.

Only proposers who fully comply with the following should submit proposals, as only such proposers will be considered qualified:

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 in an industrial, commercial or to public entity. 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 the above mentioned Boatswain's Chair Set-ups and roof rollers. It should also have the same approximate dollar value of this contract. 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.

Proposer shall provide all of the equipment required by these specifications and list said equipment in the appropriate section of the "Contractor's Equipment & Experience Statement" to be attached. In the event all the equipment required for the contract is not presently owned by the proposer, or is now owned but not available for assignment to work on this Contact, the proposer shall demonstrate to DIA that the proposer has the ability to acquire such equipment for use from the commencement date of the Contract through and until expiration of the Contact. Proposer shall demonstrate such ability to produce necessary equipment by submitting prior to contract execution copies of irrevocable agreements for procurement of such equipment for said period by purchase, rental, leasing, borrowing or otherwise. Proposer shall include delivery dates and if leased the term of the lease.

Contractor 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

MINIMUM WAGE REQUIREMENTS FOR CERTAIN EMPLOYEES NOT COVERED BY PREVAILING WAGE ORDINANCE

Prevailing Wage Ordinance the City believes it is in its best interest to require, and the Contractor agrees to pay, the minimum salaries and/or wages, not including fringe benefits, for such personnel as set forth below:

Project Manager:	\$1146.00 per week
Non-Working Supervisors:	
0600 – 1400 Shift	\$938.00 per week
2300 – 0700 Shift	\$964.00 per week

Fringe benefits for these employees shall be, at a minimum, equivalent to fringe benefits paid to personnel covered by the prevailing wage.

No Working lead will be utilized under this agreement; it is the contractor's responsibility to ensure that all shifts are supervised on a daily basis by a supervisor. The Project Manager will be working in dual capacity, as Project Manager and Dayshift Supervisor but will be compensated as a Project Manager only. During the term of this contract he will supervisor and sign off on completed work performed by his (6) six dayshift personnel.

PROPOSAL ITEMS

MAIN TERMINAL

Proposal Item # 1 Weekly			
Bid Item	Description	\$ Per Occurrence	X 52 = \$ Per Year
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	2,698.00	140,296.00
1B	WASH ESCALATOR ENCLOSURE RAIL STEP SIDE ALL LEVELS	142.00	7,384.00
1C	WASH BOTH SIDES OF ELEVATOR LOBBY GLASS 4, 5 & 6 th LEVELS	213.00	11,076.00
1D	EASTSIDE 1ST THRU 6TH LEVEL, GLASS DOORS WASH ALL SIDES*	1,420.00	73,840.00
1E	WESTSIDE 1ST THRU 6TH LEVEL, GLASS DOORS WASH ALL SIDES*	1,420.00	73,840.00
1F	WASH GREAT HALL SOUTH INSIDE BOTTOM 2 PANES OF EXTERIOR GLASS	142.00	7,384.00
1G	LEVEL 6 WASH E & W INSIDE OF EXTERIOR GLASS	426.00	22,152.00
1H	LEVEL 5 WASH E & W INSIDE OF EXTERIOR GLASS	426.00	22,152.00
1I	LEVEL 6 WASH RAIL GLASS WALKWAY SIDE	639.00	33,228.00
1J	WASH GREAT HALL NORTH INSIDE BOTTOM 2 PANES OF EXTERIOR GLASS	71.00	3,692.00
1K	TRAIN EXIT WALLS E & W TERMINAL SIDE	142.00	7,384.00
1L	WASH N & S WALLS LEVELS 5 & 6 INTERIOR GLASS (E & W CORNERS)	639.00	33,228.00
1M	WASH TRAIN LEVEL ACCESS DOORS PLATFORM SIDE	71.00	3,692.00
1N	WASH TRANSOM GLASS TOP SIDE TRAIN ACCESS NORTH & SOUTH	284.00	14,768.00
	*Need to provide schedule a week in advance to minimize conflict with other contractor work	Sub Total	
Proposal Item # 2 Every other Week			
Bid Item	Description	\$ Per Occurrence	X 26 = \$ Per Year
2A	WASH GREAT HALL S OUTSIDE BOTTOM 1/3 EXTERIOR	71.00	1,846.00
2B	WASH ESCALATORS ENCLOSURE RAILS, OPEN AIR SIDE	142.00	3,692.00
2C	ALL ESCALATORS WASH ALL SIDES	1,704.00	44,304.00
		Sub Total	
Proposal Item # 3 Monthly			
Bid Item	Description	\$ Per Occurrence	X 12 = \$ Per Year
3A	WASH ALL CONCESSIONS EXTERIOR TERMINAL SIDE	426.00	5,112.00

3B	LEVEL 5 E & W WAITING SHELTERS WASH INTERIOR AND EXTERIOR GLASS (INCLUDING CAB STARTER STANDS)	284.00	3,408.00
3C	GREAT HALL S WASH INSIDE OF BOTTOM 1/3 OF GLASS	284.00	3,408.00
3D	LEVEL 6 RAIL GLASS WASH OPEN AIR SIDE	852.00	10,224.00
3E	GREAT HALL N WASH INSIDE OF BOTTOM 1/3 OF GLASS	284.00	3,408.00
3F	WASH CITY OFFICES 1 ST LEVEL E & W EXTERIOR GLASS	284.00	3,408.00
		Sub Total	24,156.00
Proposal Item # 4 Every Other Month			
Bid Item	Description	\$ Per Occurrence	X 6 = \$ Per Year
4A	LEVEL 6 E & W WASH INTERIOR SPANDRELITE PANELS	284.00	1,704.00
4B	LEVEL 5 E & W WASH INTERIOR SPANDRELITE PANELS	284.00	1,704.00
4C	TRAIN EXIT WALL E & W ESCALATOR SIDE	994.00	5,964.00
4D	WASH TRANSOM GLASS UNDERSIDE (TRAIN ACCESS)	142.00	852.00
4E	THE SECURITY PARTITIONS N & S WASH ALL SIDES THAT ARE ACCESSIBLE	213.00	1,278.00
		Sub Total	11,506.00
Proposal Item # 5 Quarterly			
Bid Item	Description	\$ Per Occurrence	X 4 = \$ Per Year
5A	LEVEL 6 E & W SKYLIGHT WASH INTERIOR OF GLASS ABOVE TICKET COUNTERS	1,704.00	6,816.00
		Sub Total	6,816.00
Proposal Item # 6 Three Times a Year			
Bid Item	Description	\$ Per Occurrence	X 3 = \$ Per Year
6A	LEVEL 6 E & W SKYLIGHT WASH EXTERIOR OF GLASS ABOVE TICKET COUNTERS	426.00	1,278.00
6B	LEVELS 6 & 5 E WASH EXTERIOR OF CLEAR & SPANDRELITE GLASS	8,520.00	25,560.00
6C	LEVELS 6 & 5 E WASH EXTERIOR OF CLEAR & SPANDRELITE GLASS N & S WALLS	1,136.00	3,408.00
6D	LEVELS 6 & 5 W WASH EXTERIOR OF CLEAR & SPANDRELITE GLASS	8,520.00	25,560.00
6E	LEVELS 6 & 5 W WASH EXTERIOR OF CLEAR & SPANDRELITE GLASS N & S WALLS	1,136.00	3,408.00
6F	GREAT HALL E WASH OUTSIDE OF EXTERIOR GLASS TRIANGLES	1,704.00	5,112.00
6G	GREAT HALL W WASH OUTSIDE OF EXTERIOR GLASS TRIANGLES	1,704.00	5,112.00
6H	GREAT HALL N WASH OUTSIDE OF EXTERIOR GLASS	852.00	2,556.00
		Sub Totals	70,908.00
Proposal Item # 7 Semi Annual			

Bid Item	Description	\$ Per Occurrence	X 2 - \$ Per Year
7A	GREAT HALL E WASH INTERIOR BOTTOM 1/3 OF EXTERIOR GLASS TRIANGLES	1,036.00	2,072.00
7B	GREAT HALL W. WASH INTERIOR BOTTOM 1/3 OF EXTERIOR GLASS TRIANGLES	1,036.00	2,072.00
7C	GREAT HALL S WASH INTERIOR & EXTERIOR OF TOP 2/3 OF GLASS (ADJOINING SOUTH PATIO)	1,332.00	2,664.00
7D	GREAT HALL N WASH INTERIOR OF TOP 2/3 OF GLASS	592.00	1,184.00
7E	WASH FIRE GLASS ALL LEVELS	518.00	1,036.00
		Sub Total	8,068.00
Proposal Item # 8 Annual			
Bid Item	Description	\$ Per Occurrence	X 1 - \$ Per Year
8A	GREAT HALL E WASH INTERIOR TOP 2/3 OF EXTERIOR GLASS TRIANGLES	2,368.00	2,368.00
8B	GREAT HALL W WASH INTERIOR TOP 2/3 OF EXTERIOR GLASS TRIANGLES	2,368.00	2,368.00
		Sub Total	4,736.00
MAINTENANCE FACILITY, PARKING BLDG, PARKING SHELTERS, TICKET BOOTHS, W/A DEICE PAD BLDG			
Proposal Item # 9 Monthly			
Bid Item	Description	\$ Per Occurrence	X 12 - \$ Per Year
9A	PARKING LOT OFFICES, EAST AND WEST GARAGE AND ECONOMY, MT. ELBERT AND PIKES PEAK INTERIOR AND EXTERIOR INCLUDING TICKET BOOTH EXTERIOR	500.00	6,000.00
9B	WASH INTERIOR & EXTERIOR OF SHELTERS IN MT. ELBERT LOT, PIKES PEAK LOT, LANDSIDE EMPLOYEE LOT, EAST AND WEST ECONOMY LOTS	1,000.00	12,000.00
9C	WASH GUARD SHACKS 1, 5 & AOB AND DOCK MASTER OFFICE INTERIOR & EXTERIOR	250.00	3,000.00
9D	WASH INTERIOR OF EXTERIOR BRIDGE WINDOWS OF PARKING STRUCTURE	125.00	1,500.00
9E	WASH WINDOWS ELEVATOR LOBBIES INTERIOR & EXTERIOR LEVELS 1 THROUGH 5	250.00	3,000.00
9F	TURNSTILE BLDGS WASH INTERIOR & EXTERIOR OF ALL GLASS	550.00	6,600.00
9G	W/A DEICE PAD BLDG WASH ALL INTERIOR & EXTERIOR WINDOWS	425.00	5,100.00
		Sub Total	31,500.00
Proposal Item # 10 Every Other Month			
Bid Item	Description	\$ Per Occurrence	X 6 - \$ Per Year
10A	MAINTENANCE FACILITY WASH INTERIOR & EXTERIOR OF ALL GLASS	550.00	3,300.00

10B	GROUND TRANSPORTATION BLDG & RESTROOM BLDG WASH INTERIOR & EXTERIOR OF ALL GLASS	550.00	3,300.00
10C	CARPENTER SHOP WASH INTERIOR & EXTERIOR OF ALL GLASS	275.00	1,650.00
10D	TSA/DPD DOG KENNEL FACILITY WASH INTERIOR & EXTERIOR OF ALL GLASS	220.00	1,320.00
		Sub Total	6,270.00
Proposal Item # 11 Quarterly			
Bid Item	Description	\$ Per Occurrence	X 4 = \$ Per Year
11A	SATELLITE BADGING BLDG WASH INTERIOR & EXTERIOR OF ALL GLASS	550.00	2,200.00
11B	FIRE STATION #1 WASH INTERIOR & EXTERIOR OF ALL GLASS	550.00	2,200.00
11C	FIRE STATION #2 WASH INTERIOR & EXTERIOR OF ALL GLASS	850.00	3,400.00
11D	FIRE STATION #3 WASH INTERIOR & EXTERIOR OF ALL GLASS	550.00	2,200.00
11E	FIRE STATION #4 WASH INTERIOR & EXTERIOR OF ALL GLASS	550.00	2,200.00
11F	FIRE TRAINING FACILITY WASH INTERIOR & EXTERIOR OF ALL GLASS	850.00	3,400.00
		Sub Total	15,000.00
Proposal Item # 12 Three Times a Year			
Bid Item	Description	\$ Per Occurrence	X 3 = \$ Per Year
12A	WASH EXTERIOR OF SPANDRELITE GLASS AND BRIDGE GLASS ON PARKING STRUCTURE	375.00	1,125.00
		Sub Total	1,125.00
ADMINISTRATION CONNECTOR BLDG/WALKWAY/CUSTOMS			
Proposal Item # 13 Weekly			
Bid Item	Description	\$ Per Occurrence	X 52 = \$ Per Year
13A	WASH ALL SIDES OF MOVING WALKWAY GLASS	70.00	3,640.00
13B	ART DISPLAY CASES WASH EXTERIOR GLASS	140.00	7,280.00
13C	WASH BOTH SIDES OF ALL INTERIOR PARTITION GLASS IN CUSTOMS	140.00	7,280.00
13D	WASH INSIDE OF EXTERIOR GLASS INCLUDING SPANDRELITE WALL PANELS, ADMINISTRATION BLDG CONNECTOR LEVEL (N.TERMINAL LEVEL 6 TO SECURITY)	420.00	21,840.00
		Sub Total	39,040.00
Proposal Item # 14 Every Other Week			

Bid Item	Description	\$ Per Occurrence	X 26 = \$ Per Year
14A	WASH E & W INTERIOR OF EXTERIOR GLASS MAINTENANCE LEVEL 4 HALLWAYS	140.00	3,640.00
14B	WASH ALL SIDES OF ESCALATOR GLASS	140.00	3,640.00
		Sub Total	7,320.00
Proposal Item # 15 Every Other Month			
Bid Item	Description	\$ Per Occurrence	X 6 = \$ Per Year
15A	WASH INTERIOR OF EXTERIOR GLASS CUSTOMS LEVEL (INCLUDE CUSTOMS OFFICE AREA)	420.00	2,520.00
		Sub Total	2,520.00
Proposal Item # 16 Quarterly			
Bid Item	Description	\$ Per Occurrence	X 4 = \$ Per Year
16A	WASH EXTERIOR OF ADMINISTRATION CONNECTOR BUILDING GLASS CLEAR AND SPANDRELITE	840.00	3,360.00
		Sub Total	3,360.00
Proposal Item # 17 Three Times a Year			
Bid Item	Description	\$ Per Occurrence	X 3 = \$ Per Year
17A	WASH EXTERIOR CLEAR GLASS PANELS ON LEVEL 4 E & W	1,680.00	5,040.00
		Sub Total	5,040.00
Proposal Item # 18 Semi Annual			
Bid Item	Description	\$ Per Occurrence	X 2 = \$ Per Year
18A	CUSTOMS EXTERIOR E & W CLEAR AND SPANDRELITE PANELS (INCLUDING BRIDGE & ESCALATOR ENCLOSURES)	1,680.00	3,360.00
		Sub Total	3,360.00
AIRPORT OFFICE BUILDING (AOB)			
Proposal Item # 19 Weekly			

Bid Item	Description	\$ Per Occurrence	X 52 = \$ Per Year
19A	WASH ALL SIDES ELEVATOR ENCLOSURE AND DOOR GLASS, LEVELS 5A AND 5B	140.00	7,280.00
19B	WASH ENTRANCE INTERIOR & EXTERIOR FLOOR DOORS LEVELS 6 & 9	70.00	3,640.00
		Sub Total	10,920.00
Proposal Item # 20 Quarterly			
Bid Item	Description	\$ Per Occurrence	X 4 = \$ Per Year
20A	WASH INSIDE OF ALL EXTERIOR GLASS IN AOB LEVELS 6 THRU 10	1,200.00	4,800.00
		Sub Total	4,800.00
Proposal Item # 21 Three Times a Year			
Bid Item	Description	\$ Per Occurrence	X 3 = \$ Per Year
21A	AOB WASH OUTSIDE OF ALL EXTERIOR GLASS & SPANDRELITE PANELS	5,500.00	16,500.00
		Sub Total	16,500.00
Proposal Item # 22 Annual			
Bid Item	Description	\$ Per Occurrence	X 1 = \$ Per Year
22A	WASH INTERIOR & EXTERIOR OF BLOCK GLASS AT ALL GARAGE LEVELS	450.00	450.00
22B	WASH INTERIOR & EXTERIOR OF BLOCK GLASS AT DOCK AREA	450.00	450.00
22C	WASH OUTSIDE OF SPANDRELITE PANELS ABOVE LEVEL 5B (EASTSIDE)	450.00	450.00
		Sub Total	1,350.00
A CONCOURSE			
Proposal Item # 23 Weekly			
Bid Item	Description	\$ Per Occurrence	X 52 = \$ Per Year
23A	ALL CONCOURSE MOVING WALKWAYS E & W WASH ALL GLASS	426.00	22,152.00
23B	CONCOURSE & MEZZ WASH THE STEP SIDE OF GLASS RAIL PARTITIONS	426.00	22,152.00
23C	UPPER MEZZ RAMPS E & W WASH ALL SIDES OF MOVING WALKWAY GLASS	284.00	14,768.00
23D	WASH SECURITY PARTITIONS ENTRANCE TO BRIDGE ALL SIDES	142.00	7,384.00
23E	BRIDGE WASH MOVING WALKWAYS GLASS BOTH LEVELS ALL SIDES	284.00	14,768.00

23F	BRIDGE WASH PARTITIONS GLASS BOTH SIDES	213.00	11,076.00
23G	E & W SUB MEZZ WASH THE STEP SIDE OF GLASS RAIL PARTITIONS	142.00	7,384.00
23H	UPPER MEZZ RAMPS E & W WASH INSIDE OF EXTERIOR GLASS	142.00	7,384.00
23I	TRAIN LEVEL WASH PLATFORM SIDE OF TRAIN ACCESS DOORS	71.00	3,692.00
23J	EAST CONCOURSE COMMUTER WASH INSIDE OF ALL EXTERIOR GLASS	284.00	14,768.00
23K	EAST & WEST CONCOURSE WASH INSIDE OF ALL EXTERIOR GLASS, LOWER 2 PANES	639.00	33,228.00
		Sub Total	76,512.00
Proposal Item # 24 Every Other Week			
Bid Item	Description	\$ Per Occurrence	X 26 = \$ Per Year
24A	ALL ESCALATORS WASH ALL GLASS	426.00	11,076.00
		Sub Total	11,076.00
Proposal Item # 25 Monthly			
Bid Item	Description	\$ Per Occurrence	X 12 = \$ Per Year
25A	TOWER WASH INTERIOR & EXTERIOR GLASS	568.00	6,816.00
25B	EAST & WEST SUB MEZZ WASH OPEN AIR SIDE OF GLASS RAIL PARTITIONS	284.00	3,408.00
25C	CONCOURSE & MEZZ WASH OPEN AIR SIDE OF GLASS RAIL PARTITIONS	426.00	5,112.00
25D	INTERNATIONAL GATES HALLWAY WASH INTERIOR GLASS ALL SIDES INCLUDING WHITE GLASS	284.00	3,408.00
25E	INTERNATIONAL GATES HALLWAY WASH ESCALATORS ALL SIDES	142.00	1,704.00
25F	ALL CONCESSIONS WASH EXTERIOR OF INTERIOR GLASS	71.00	852.00
		Sub Total	20,300.00
Proposal Item # 26 Quarterly			
Bid Item	Description	\$ Per Occurrence	X 4 = \$ Per Year
26A	BRIDGE WASH INSIDE OF EXTERIOR GLASS	1,704.00	6,816.00
26B	EAST & WEST CONCOURSE WASH OUTSIDE OF ALL EXTERIOR GLASS	2,130.00	8,520.00
26C	CENTER CORE CONCOURSE & MEZZ WASH OUTSIDE OF ALL EXTERIOR GLASS	852.00	3,408.00
26D	EAST CONCOURSE COMMUTER WASH OUTSIDE OF EXTERIOR ALL GLASS	355.00	1,420.00
26E	WASH INSIDE OF ALL EXTERIOR GLASS CITY OFFICES	426.00	1,704.00
		Sub Total	20,304.00
Proposal Item # 27 Three Times a Year			

Bid Item	Description	\$ Per Occurrence	X 3 = \$ Per Year
27A	UPPER MEZZ RAMPS E & W WASH OUTSIDE OF EXTERIOR GLASS	710.00	2,130.00
27B	BRIDGE WASH OUTSIDE OF ALL EXTERIOR GLASS	3408.00	10,224.00
27C	WEST SUB CORE WASH OUTSIDE OF ALL EXTERIOR GLASS	426.00	1,278.00
27D	EAST SUB CORE WASH OUTSIDE OF ALL EXTERIOR GLASS	426.00	1,278.00
27E	WEST SUB CORE SKYLIGHT WASH OUTSIDE OF EXTERIOR SKYLIGHT GLASS	142.00	426.00
27F	EAST SUB CORE SKYLIGHT WASH OUTSIDE OF EXTERIOR SKYLIGHT GLASS	142.00	426.00
27G	SKYLIGHT WASH INTERIOR & EXTERIOR OF CENTER CORE SKYLIGHTS (ALL 3 LEVELS)	1,136.00	3,408.00
		Sub Total	21,770.00
Proposal Item # 28 Semi Annual			
Bid Item	Description	\$ Per Occurrence	X 2 = \$ Per Year
28A	EAST & WEST CONCOURSE WASH INSIDE OF ALL EXTERIOR GLASS INCLUDING WHITE GLASS (TOP 4 PANES)	2,840.00	5,680.00
28B	CENTER CORE WASH OPEN SIDE SMOKED GLASS*	568.00	1,136.00
28C	E & W SUB CORE WASH OPEN SIDE SMOKED GLASS*	568.00	1,136.00
28D	WASH ALL FIRE GLASS BOTH SIDES	213.00	426.00
	* Windows needs to be cleaned at night	Sub Total	8,442.00
B CONCOURSE			
Proposal Item # 29 Weekly			
Bid Item	Description	\$ Per Occurrence	X 52 = \$ Per Year
29A	EAST, WEST & CENTERCORE CONCOURSE ALL MOVING WALKWAYS WASH ALL GLASS	1,491.00	77,532.00
29B	CENTER CORE WASH STEP SIDE OF GLASS RAILING ALL LEVELS	426.00	22,152.00
29C	EAST COMMUTER EXTENSION BRIDGE WASH INSIDE OF EXTERIOR GLASS	142.00	7,384.00
29D	TRAIN LEVEL WASH PLATFORM SIDE OF TRAIN ACCESS DOORS	71.00	3,692.00
29E	EAST & WEST CONCOURSE WASH INSIDE OF EXTERIOR GLASS (LOWER 2 PANES)	994.00	51,688.00
29F	RJ FACILITY WASH INSIDE OF EXTERIOR GLASS	284.00	14,768.00
		Sub Total	175,116.00
Proposal Item # 30 Every Other Week			
Bid Item	Description	\$ Per Occurrence	X 26 = \$ Per Year

30A	ALL ESCALATORS WASH ALL GLASS	1,278.00	33,228.00
		Sub Total	33,228.00
Proposal Item # 31 Monthly			
Bid Item	Description	\$ Per Occurrence	X 12 = \$ Per Year
31A	TOWER WASH INTERIOR & EXTERIOR GLASS	142.00	1,704.00
31B	CONCOURSE & MEZZ WASH OPEN AREA SIDE OF GLASS RAIL PARTITIONS	852.00	10,224.00
31C	E & W SUB CORE MEZZ LEVEL WASH STEP SIDE OF GLASS RAIL PARTITIONS	284.00	3,408.00
31D	ALL CONCESSIONS WASH EXTERIOR OF INTERIOR GLASS CONCOURSE AND MEZZ LEVEL	213.00	2,556.00
31E	EAST COMMUTER EXTENSION BRIDGE WASH OUTSIDE OF ALL EXTERIOR GLASS	1,704.00	20,448.00
		Sub Total	43,340.00
Proposal Item # 32 Quarterly			
Bid Item	Description	\$ Per Occurrence	X 4 = \$ Per Year
32A	WEST CONCOURSE & SUBCORE WASH OUTSIDE OF ALL EXTERIOR GLASS	3,408.00	13,632.00
32B	EAST CONCOURSE & SUBCORE WASH OUTSIDE OF ALL EXTERIOR GLASS	3,408.00	13,632.00
32C	CENTER CORE, CONCOURSE, & MEZZ WASH OUTSIDE OF ALL EXTERIOR GLASS	1,704.00	6,816.00
32D	RJ FACILITY WASH OUTSIDE OF ALL EXTERIOR GLASS	568.00	2,272.00
		Sub Total	46,352.00
Proposal Item # 33 Three Times a Year			
Bid Item	Description	\$ Per Occurrence	X 3 = \$ Per Year
33A	CENTER CORE SKYLIGHT WASH INTERIOR & EXTERIOR OF ALL GLASS (ALL 3 LEVELS)	1,136.00	3,408.00
33B	WEST SKYLIGHT WASH INTERIOR & EXTERIOR OF ALL GLASS	1,704.00	5,112.00
33C	EAST SKYLIGHT WASH INTERIOR & EXTERIOR OF ALL GLASS	1,704.00	5,112.00
33D	WEST SUB SKYLIGHT WASH INTERIOR & EXTERIOR OF ALL GLASS	284.00	852.00
33E	EAST SUB SKYLIGHT WASH INTERIOR & EXTERIOR OF ALL GLASS	284.00	852.00
		Sub Total	15,116.00
Proposal Item # 34 Semi Annual			
Bid Item	Description	\$ Per Occurrence	X 2 = \$ Per Year
34A	EAST & WEST CONCOURSE WASH INSIDE OF EXTERIOR GLASS (TOP 4 PANES)	5,680.00	11,360.00

34B	WASH ALL FIRE GLASS BOTH SIDES	142.00	284.00
		Sub Total	5,640.00
C CONCOURSE			
Proposal Item # 35 Weekly			
Bid Item	Description	\$ Per Occurrence	X 52 = \$ Per Year
35A	WEST CONCOURSE MEZZ LEVEL WASH STEP SIDE OF GLASS RAIL PARTITIONS	70.00	3,640.00
35B	EAST CONCOURSE MEZZ LEVEL WASH STEP SIDE OF GLASS RAIL PARTITIONS	70.00	3,640.00
35C	CENTER CORE, CONCOURSE, & MEZZ WASH STEP SIDE OF GLASS RAIL PARTITIONS	420.00	21,840.00
35D	TRAIN LEVEL WASH PLATFORM SIDE OF TRAIN ACCESS DOORS	70.00	3,640.00
35E	CONCOURSE B & W MOVING WALKWAYS WASH ALL GLASS	350.00	18,200.00
35F	EAST & WEST CONCOURSE WASH INSIDE OF EXTERIOR GLASS (LOWER 2 PANES)	630.00	32,760.00
		Sub Total	55,200.00
Proposal Item # 36 Every Other Week			
Bid Item	Description	\$ Per Occurrence	X 26 = \$ Per Year
36A	ALL ESCALATORS WASH ALL GLASS	420.00	10,920.00
		Sub Total	10,920.00
Proposal Item # 37 Monthly			
Bid Item	Description	\$ Per Occurrence	X 12 = \$ Per Year
37A	WEST SUB CORE MEZZ LEVEL WASH OPEN AIR SIDE OF GLASS RAIL PARTITIONS	140.00	1,680.00
37B	EAST SUB CORE MEZZ LEVEL WASH OPEN AIR SIDE OF GLASS RAIL PARTITIONS	140.00	1,680.00
37C	ALL CONCESSIONS WASH EXTERIOR OF INTERIOR GLASS	70.00	840.00
37D	CENTER CORE, CONCOURSE, & MEZZ WASH OPEN AIR SIDE OF GLASS RAIL PARTITIONS	420.00	5,040.00
		Sub Total	4,240.00
Proposal Item # 38 Quarterly			
Bid Item	Description	\$ Per Occurrence	X 4 = \$ Per Year

38A	WEST CONCOURSE WASH OUTSIDE OF EXTERIOR GLASS	1,680.00	6,720.00
38B	EAST CONCOURSE WASH OUTSIDE OF EXTERIOR GLASS	1,680.00	6,720.00
38C	CENTER CORE, CONCOURSE, & MEZZ WASH OUTSIDE OF EXTERIOR GLASS	840.00	3,360.00
		Sub Total	16,800.00
Proposal Item # 39 Three Times a Year			
Bid Item	Description	\$ Per Occurrence	X 3 = \$ Per Year
39A	WEST CONCOURSE SKYLIGHT WASH INTERIOR & EXTERIOR OF ALL SKYLIGHT GLASS	140.00	420.00
39B	EAST CONCOURSE SKYLIGHT WASH INTERIOR & EXTERIOR OF ALL SKYLIGHT GLASS	140.00	420.00
39C	CENTER CORE WASH INTERIOR & EXTERIOR OF ALL ATRIUM SKYLIGHT GLASS	1,120.00	3,360.00
		Sub Total	4,200.00
Proposal Item # 40 Semi Annual			
Bid Item	Description	\$ Per Occurrence	X 2 = \$ Per Year
40A	EAST & WEST CONCOURSE WASH INSIDE OF EXTERIOR GLASS (TOP 4 PANES)	2,800.00	5,600.00
40B	WASH ALL FIRE GLASS BOTH SIDES	140.00	280.00
		Sub Total	5,880.00
ART WORK			
Proposal Item # 41 Quarterly			
Bid Item	Description	\$ Per Occurrence	X 4 = \$ Per Year
41A	A CENTER CLEANING/HIGH DUSTING	2,275.00	9,100.00
41B	B CENTER AND SUB CORES CLEANING/HIGH DUSTING AND PLANES	850.00	3,400.00
41C	C CENTER CLEANING/HIGH DUSTING AND PLANE	650.00	2,600.00
		Sub Total	15,100.00
Proposal Item #42 Additional Services "On an as needed basis only"			
42A	Hourly rate \$ _____ (will be multiplied by 10 hours for evaluation purposes)	39.00	390.00
		Sub Total	390.00
		GRAND TOTAL:	\$1,494,581.00

120 days from closing date

Acceptance Period: Valid for

The following questions and answers are incorporated into the scope of work for clarification:

- Q1. Training: Training is only referenced as Class Room. When properly documented will you accept OJT (on the job training)?
- A1. Yes, the City will accept on the job training with proper documentation.
- Q2. Staffing: Contractor shall provide to Contract Administrator a complete listing of the names of window Cleaners. Contractor shall provide this list after award of contract and updated as necessary?
- A2. Yes, Contractor shall provide this list after award of contract and update as necessary.
- Q3. Closing of Traffic Lanes: All traffic control is provided by DIA?
- A3. When any shutdown is required, the shutdown request must go through the Contract Administrator or his/her designees.
4. NOTE: At the current time the City does not require window cleaning services to be performed on the following holidays: New Year's Day , Martin Luther King's Birthday, Cesar Chavez Day, Presidents Day, Memorial Day, 4th of July, Labor Day, Thanksgiving, Veterans Day and Christmas.
- Q5. Will the City consider allowing contractor's window cleaners to carry/use cell phones versus two-way radios? Radios are expensive, bulky/intrusive when working on ladders, doing chair work etc.
- A5. No, that requirement shall remain. Please reference Section, Equipment to be provided by Contractor, Ten(10) 2-way radio, MA/Com LPE 200 (or equivalent).

WINDOW CLEANERS

Last Revision: 01-20-2011
Effective: 09-06-2012

Classification:	Base Wage	Fringes
Window Cleaner	\$21.25 /hour	\$8.61/hr (Single) \$8.34/hr (2-Party) \$9.12/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 more than five (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	Employer will provide employees with the ECOPASS
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."

DEPARTMENT OF AVIATION

STANDARD POLICIES AND PROCEDURES

NO. 1005
Issue Date: 4-16-03
Revision Dates:

SUBJECT: SERVICE CONTRACT WORKER RETENTION

SUBMITTED BY: N/A DATE: N/A

APPROVED: Wilma M. Taylor DATE: N/A
POLICIES COORDINATOR/WILMA TAYLOR

APPROVED: Suzanne Sander DATE: 4-11-03
AIRPORT LEGAL SERVICES

APPROVED: Bruce Baumgartner 4-16-03
Bruce Baumgartner Date Signed
Manager of Aviation

PURPOSE: To provide for retention of workers employed by service contractors at Denver International Airport when those contracts are awarded to a new contractor.

POLICY: The Department of Aviation (DOA) will include provisions in each future service contract providing for retention of the contractor's workers by a successor contractor.

PROCEDURE:

I. DEFINITIONS

A. "Service contract" means a contract let to a contractor by the City under the authority of the Manager of Aviation primarily for the furnishing of services to the City (as opposed to the purchase of goods or other property) at Denver International Airport, and that involves an expenditure in excess of twenty-five thousand dollars (\$25,000.00) and a contract term of at least three months. If a service contract, as defined herein, is funded in whole or in part with federal or state funds, this Policy shall apply to such contract unless its application conflicts with the laws or legal conditions under which the City has received such funds. "Service contract" as used in this

Policy does not include contracts for professional services, construction or remodeling.

- B. "Covered employee" means an individual employed as a service employee of a contractor or subcontractor earning less than fifteen dollars (\$15.00) per hour, calculated as the total of salary or wage plus benefits, whose primary place of employment is at Denver International Airport on or under the authority of a service contract and including but not limited to: janitorial employees; parking attendants; waste management employees; and clerical employees; and does not include an individual who is (1) a managerial, supervisory, or confidential employee, or (2) required to possess an occupational license.
- C. "Retain" means to offer to hire a covered employee to perform substantially the same work that the covered employee performed for the terminated contractor, in the same classification the covered employee held when employed by the terminated contractor.
- D. "Successor service contract" means a service contract where the services to be performed are substantially similar to a service contract that has recently expired by its own terms or been otherwise terminated.
- E. "Successor contractor" means the contractor which is awarded a successor service contract, and as used in this Policy includes such contractor's subcontractors.
- F. "Terminated contractor" means the contractor of a service contract which expires according to its terms, or is terminated by the City or the contractor, for cause or for convenience, prior to the end of its term, and includes subcontractors.

II. ADMINISTRATION

- A. When a service contract is advertised for bids or proposals by the Department of Aviation, the bid documents or request for proposal, including any forms of contract or sample agreement, shall include provisions providing for the retention of the terminated contractor's covered employees by the successor contractor.
- B. Unless specifically approved by the Manager, the contract provisions shall substantially provide as follows:
 - 1. *Notice; transmittal of employment information.* When the Manager has given notice that a service contract has been

terminated, or when a service contractor has given notice of such termination, upon receiving or giving such notice, as the case may be, the terminated contractor shall within ten (10) days thereafter provide to the successor contractor the name, address, date of hire, and employment occupation classification of each covered employee who is employed by it and its subcontractors at the time of contract termination. When a service contract is not terminated prior to the end of its term, the contractor shall provide such employment information no later than ten (10) days prior to the date when the term of the service contract ends. It is the obligation of the terminated contractor to obtain from the Manager the identity of the successor contractor. If a successor service contract has not been awarded by the time when the terminated contractor is required to furnish the required employment information, such information shall be provided to the Manager. If a subcontract of a service contract is terminated prior to the termination of the service contract, the terminated subcontractor shall be deemed a terminated contractor. If notified by the Manager to do so, the terminated contractor will provide complete employment information to the Manager in order that the Manager may develop consolidated lists of covered employees.

2. ***Retention of covered employees.*** A successor contractor shall retain, for a ninety (90) day transition employment period, covered employees who have been employed by the terminated contractor or its subcontractors, if any, for the preceding twelve (12) months or longer. Where pooling of covered employees has occurred, the successor contractor shall draw from such pools in accordance with the Manager's directives. During such ninety (90) day period, covered employees so hired shall be employed under the terms and conditions established by the successor contractor (or subcontractor) or as required by law. However, nothing in this section shall be construed to require a successor contractor or subcontractor to employ, or offer employment to, any covered employee whose Airport security badge has been suspended or revoked, or who has been determined to be ineligible for an Airport security badge, or whose attendance and performance records, while working under the terminated service contract, would lead a reasonably prudent employer to terminate the employee.
3. ***Reduction in force.*** If at any time the successor contractor determines that fewer covered employees are required to

perform the new service contract than were required by the terminated contractor (and subcontractors, if any), the successor contractor shall retain covered employees by seniority within job classification.

4. ***Hiring list.*** During such ninety (90) day period, the successor contractor shall maintain a preferential hiring list of eligible covered employees not retained by the successor contractor from which the successor contractor shall hire additional covered employees.
5. ***Transition work period.*** Except for reductions in force, during such ninety (90) day period the successor contractor (or subcontractor, where applicable) shall not discharge without cause a covered employee retained pursuant to this section. "Cause" for this purpose shall include, but not be limited to, the covered employee's attendance and performance records while working under the terminated service contract which would lead a reasonably prudent employer to terminate the employee, the suspension or termination of the covered employee's Airport security badge, or the covered employee's being determined to be ineligible for issuance of an Airport security badge.
6. ***Performance evaluation after 90 days.*** At the end of such ninety (90) day period, the successor contractor shall perform a written performance evaluation for each covered employee retained pursuant to this section. If the covered employee's performance during such ninety (90) day period is satisfactory, the successor contractor shall offer the covered employee continued employment under the terms and conditions established by the successor contractor or as required by law.
7. ***Exemption for successor contractor's prior employees.*** The Manager shall upon application by a contractor or subcontractor grant an exemption from the requirements of this section to allow such contractor or subcontractor to assign an existing employee to work under the service contract in a position for which this section would otherwise require the contractor or subcontractor to retain a covered employee of the terminated contractor or subcontractor. Such application must demonstrate that: (1) the employee sought to be so assigned has been employed by the contractor or subcontractor continuously for at least six (6) months prior to the commencement of the successor service contract or

subcontract; (2) the employee is proposed to work on such contract or subcontract as an employee in a capacity substantially similar to such prior employment; and (3) his or her retention would appear to be helpful to the contractor or subcontractor in performing the successor contract or subcontract. Once an individual so exempted commences work under a service contract or subcontract, he or she shall be deemed a covered employee as defined in this section. A contractor or subcontractor may not utilize its prior employees, exempted under this section, to fill more than fifty percent (50%) of the covered employee positions under its contract or subcontract, except and to the extent that it can demonstrate to the Manager's satisfaction that each such prior employee for which it seeks an exemption will be laid off work if not allowed to work under the contract or subcontract, and that he or she meets the other requirements set forth in this section.

8. **Compliance.** A violation of this section shall entitle the City, at its option, to withhold further payment to the contractor, suspend the contractor's work, or terminate the contract, and to pursue all available legal remedies for such violation.

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

Original COI

Advice of Renewal

Change

Party to Whom this Certificate is Issued:

Name and Address of Insured:

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

CONTRACT NAME & NUMBER TO WHICH THIS INSURANCE APPLIES: 201208293 – Window Washing Services

I. MANDATORY COVERAGE

Colorado Workers' Compensation and Employer Liability Coverage

Coverage: COLORADO Workers' Compensation

Minimum Limits of Liability (In Thousands)

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

And Employer's Liability Limits:

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

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

Commercial General Liability Coverage

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

Minimum Limits of Liability (In Thousands):

Each Occurrence:	\$1,000
General Aggregate Limit:	\$2,000
Products-Completed Operations Aggregate Limit:	\$2,000
Personal & Advertising Injury:	\$1,000
Fire Damage Legal - Any one fire:	\$1,000

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

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

Business Automobile Liability Coverage

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

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

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

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

II. ADDITIONAL COVERAGE

Umbrella Liability

Coverage:

Umbrella Liability, Non Restricted Area		
Minimum Limits of Liability (In Thousands)		
Umbrella Liability Restricted Area	Each Occurrence and aggregate	\$9,000

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

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

Contractors Pollution Liability Coverage

Coverage: Contractors Pollution Liability

Minimum Limits of Liability (In Thousands) \$1,000 per occurrence

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

1. Coverage must extend, by endorsement or otherwise, to cover the full scope of all work performed by, or on behalf of, the Insured under the Insured's contract with the City.
2. Coverage shall cover the Insured's completed operations for a period no less than 3 years.
3. City, its officers, officials and employees as additional insureds, and shall include liability and defense of claims arising out of the work performed by, or on behalf of, the Insured.
4. Full limits of coverage dedicated to apply to this project/location.
5. Waiver of Subrogation and Rights of Recovery against the City and County of Denver, its officers, officials and employees.
6. Coverage shall apply to sudden and gradual pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, natural gas, waste materials, or other irritants, contaminants, or pollutants (including asbestos).
7. If the coverage is written on a claims-made basis
 - a. the Insured warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract; and
 - b. continuous coverage will be maintained or an extended reporting period will be maintained for a period no less than three (3) years beginning from the time that work under this contract is completed.

III. ADDITIONAL CONDITIONS

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

- All coverage provided herein shall be primary and any insurance maintained by the City shall be considered excess.
- With the exception of professional liability and auto liability, a Waiver of Subrogation and Rights of Recovery against the City, its officers, officials and employees is required for each coverage period.
- The City shall have the right to verify or confirm, at any time, all coverage, information or representations contained herein, and the insured and its undersigned agent shall promptly and fully cooperate in any such audit the City may elect to undertake.
- Advice of renewal is required.
- All insurance companies issuing policies hereunder must carry at least an A-VI rating from A.M. Best

- Company or obtain a written waiver of this requirement from the City's Risk Administrator.
- Compliance with coverage requirement by equivalent herein must be approved in writing by the City's Risk Administrator prior to contract execution.
 - No changes, modifications or interlineations on this Certificate of Insurance shall be allowed without the review and approval of the Risk Administrator prior to contract execution.

NOTICE OF CANCELLATION

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

EXHIBIT D

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 DE hereinafter referred to as the "Contractor" and Westchester Fire Insurance Company, a corporation organized under the laws of the State of PA and authorized to transact business in the State of Colorado, hereinafter referred to 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 and 00/100 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 entered into a written contract with the City for furnishing all labor, materials, equipment, tools, superintendence, and other facilities and accessories for the construction of Contract No. PLANE-201208293-00 Window Cleaning at Denver International Airport; This bond is for the initial term of May 1, 2013 - 2015 and may be continued by continuation in accordance with the Technical Specifications, Contract Drawings and all other Contract Documents therefor which are incorporated herein by reference and made a part hereof, and are herein referred to as the Contract.

NOW, THEREFORE, the condition of this performance 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. 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.

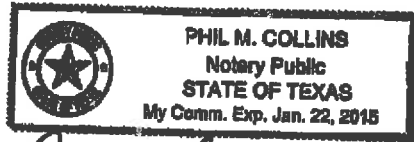
IN ADDITION, if said Contractor fails to duly pay for any labor, materials, team hire, sustenance, provisions, provender, or any other supplies used or consumed by said Contractor or its subcontractors in its performance of the work contracted to be done or fails to pay any person who supplies rental 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 as provided by law.

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 19th day of March, 2013.

ISS Facility Services, Inc.
CONTRACTOR



Phil M. Collins
3/20/13

By: *Jim Bond*
President

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: _____
MAYOR

By: _____
Manager of Aviation

APPROVED AS TO FORM:

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

By: _____
Assistant City Attorney

PAYMENT 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 DE, hereinafter referred to as the "Contractor" and Westchester Fire Insurance Company, a corporation organized under the laws of the State of PA, and authorized to transact business in the State of Colorado, hereinafter referred to 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 and 00/100 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, firmly by these presents.

WHEREAS, the above Contractor has entered into a written contract with the City for furnishing all labor, materials, tools, superintendence, and other facilities and accessories for the construction of Contract No. PLANE-201208293-00 Window Cleaning at Denver International Airport; This bond is for the initial term of May 1, 2013 - 2015 and may be continued by continuation certificate issued by the surety in accordance with the Technical Specifications, Contract Drawings and all other Contract Documents therefor which are incorporated herein by reference and made a part hereof, and are herein referred to as the Contract.

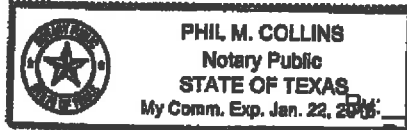
NOW, THEREFORE, the condition of this payment bond obligation is such that if the Contractor shall at all times promptly make payments of all amounts lawfully due to all persons supplying or furnishing it or its subcontractors with labor and materials, rental machinery, tools, or equipment, used or performed in the prosecution of work provided for in the above Contract and 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 the law, then this obligation shall be null and void, otherwise, it shall remain in full force and effect;

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 19th day of March, 2013.

ISS Facility Services, Inc.
CONTRACTOR



[Signature]
President

[Signature]
3/20/13

Westchester Fire Insurance Company
SURETY

By: [Signature]
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: _____
MAYOR

By: _____
Manager of Aviation

APPROVED AS TO FORM:

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

By: _____
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, 2012, in wit:

RESOLVED, that the following authority is granted to the execution, for and on behalf of the Company, of bonds, indentures, 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 general powers provided for in this section by 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 appoint 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 designation, 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 of a signatory pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or designation.

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 actual and lawful power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Christopher R. Kelly, Cindy Chase, Justine Czaplinski, 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, indentures, recognizances, contracts and other writings of the nature thereof in penalties not exceeding Ten million dollars & zero cents (\$10,000,000.00) 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. Hansy, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 12 day of October 2012.

WESTCHESTER FIRE INSURANCE COMPANY



Stephen M. Hansy
Stephen M. Hansy, Vice President

**COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA**

On this 12 day of October, AD. 2012 before me, a Notary Public of the Commonwealth of Pennsylvania, in and for the County of Philadelphia came Stephen M. Hansy, 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 this day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
NOTARY PUBLIC
HANS E. BUSSERT, Notary Public
City of Philadelphia, Penn. County
My Commission Expires September 24, 2014

Hans E. Bussert
Hans E. Bussert

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which this 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 19th day of March, 2013.



William L. Kelly
William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN RECEIPTION DATE AFTER October 12, 2014.

FedEx Express

envelope shipping



3-434 RIT 02/12 •

ORIGIN ID: 8ATN (210) 481-8378
TRICE RICH
ISS FACILITY SERVICES
1017 CENTRAL PARKWAY NORTH
SUITE 3-100
SAN ANTONIO, TX 78232
UNITED STATES US

SHIP DATE: 20070313
ACT WGT: 1.0 LB 11.00 OZ
CMB: 0698817/CN/EZ008
BILL SENDER

TO SCOTT MURRAY
ISS FACILITY SERVICES, INC
2000 CLAY STREET
SUITE 100
DENVER CO 80211
TEL: (303) 880-4000 EXT: 8271



TRK 5275 6754 6087
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DENVER
THE MILE HIGH CITY

EXHIBIT F

TO: All Users of the City of Denver Prevailing Wage Schedules
FROM: Seth Duhon-Thornton, CSA Compensation and Classification
DATE: January 18, 2013
SUBJECT: Latest Update to Prevailing Wage Schedules

Please find an attachment to this memorandum all of the current Career Service 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. 103
Publication Date: 01-18-2013
(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) 913-5664

Attachments as listed above.

APPLIANCE MECHANIC

Last Revision: 02-19-2009
Effective: 02-19-2009

Classification:	<u>Base Wage</u>	<u>Fringes</u>
Appliance Mechanic	\$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, 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: 10-21-2011
Effective: 11-2-2012

Classification:	<u>Base Wage</u>	<u>Fringes</u>
Entry-Support Mechanic	\$15.26/hour	\$5.47/hour
Machinery Maintenance Mechanic	\$19.33/hour	\$5.94/hour
Controls System Technician	\$24.90/hour	\$6.58/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: 07-21-2011

Effective: 07-19-2012

Classification:	<u>Base Wage</u>	<u>Fringes</u>
Building Engineer	\$28.85/hour	\$7.04/hour

This classification of work is responsible for operating, monitoring, maintaining/repairing the facilities mechanical systems to ensure peak performance of the systems. This includes performing P.M. and repair work of the building mechanical systems, inspecting, adjusting, and monitoring the building automation and life safety systems, contacting vendors and place order replacement parts, responding to customer service requests and performing maintenance/repairs in tenant or public spaces, performing routine P.M. i.e. light plumbing 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: 10-21-2011

Effective: 11-2-2012

Classification:	<u>Base Wage</u>	<u>Fringes</u>
Fuel Distribution System Operator	\$18.97/hour	\$5.90/hour
Lead Fuel Distribution System Operator	\$19.83/hour	\$6.00 /hour
Fuel Distribution System Mechanic	\$23.46/hour	\$6.42/hour
Lead Fuel Distribution System Mechanic	\$24.53/hour	\$6.54/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: 01-01-2012
Effective: 09-06-2012

<u>Classification</u>	<u>Base Wage</u>	<u>Fringes</u>
Custodian I	\$13.33/hour	\$3.82 SINGLE \$5.30 2-PARTY \$6.52 FAMILY
Custodian II	\$13.68/hour	\$3.87 SINGLE \$5.36 2-PARTY \$6.57 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 (\$0.11) 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 shampoos, spray buffing, re-lamping, mopping behind machines, high ladder work, chemical stripping and finishing of stainless steel.

FIRE EXTINGUISHER REPAIRER

Established date: 09/06/2012

Classification:

Base Wages:

Fringes:

Fire Extinguisher Repairer

\$18.97/hour

\$5.90/hour

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: 10-21-2011
Effective: 11-2-2012

Classification:	<u>Base Wage</u>	<u>Fringes</u>
Laborer/Helper	\$17.38/hour	\$5.71/hour
Driver/Packer	\$17.43/hour	\$5.72/hour
Lead Worker	\$18.22/hour	\$5.81/hour

LANDSIDE PARKING ELECTRONICS TECHNICIAN

Last Revision: 10-21-2011
Effective: 11-2-2012

Classification:	<u>Base Wage</u>	<u>Fringes</u>
Landside Parking Electronics Technician	\$22.14/hour	\$6.26/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:	<u>Base Wage</u>	<u>Fringes</u>
Sign Erector	\$20.19/hour	\$3.80/hour

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

TELEDATA TECHNICIAN

Last Revision: 07-22-2011
Effective: 07-19-2012

Classification:	<u>Base Wage</u>	<u>Fringes</u>
Teledata Technician	\$35.31/hour	\$7.78/hour

This classification of work is responsible for telephone installation, removal, relocation, problem resolution, cable maintenance and repair ; installs and maintains large programmable PBX systems (Panasonic 1, 2, & 3 line sets, ISDN 6504, 6508, 7504, 7505, 7506, 7507; Northstar stations and systems; Northern Telecom Option 11 system, Vodavi Executive sets and systems, AT&T system 75, Eagle sets and systems; 2/06, 4/10, 8/20, 10/30, 30/70 Merlin systems; 3/8, 6/16, 12/24, and 24/48 Vodavi systems). Duties also include testing circuits, analyzing results, repairing and modifying circuits and equipment in a step by step XY all relay and/or electronic switch system. This classification of worker locates electrical, electronic, and mechanical failures in telephone switching and carrier equipment; repairs equipment by replacing defective parts by such procedures as setting clearances, adjusting spring tensions, wipers, relay contacts and other interrelated mechanisms ; installs or rearranges equipment frames and shelves, and such equipment as line finders, switch banks, selectors, connectors, repeaters, peg counters, restricting post cams, and various interrelated truck circuits. Workers resolve complex problems between exchange, both government and commercial and may direct, instruct, and assist lower level employees with their overall assignments.

**TILE SETTER-MARBLE MASONS-TERRAZZO
FINISHERS, FLOOR GRINDERS, AND BASE GRINDERS**

Last Revision: 07-07-2011
Effective: 09-06-2012

Classification:	<u>Base Wage</u>	<u>Fringes</u>
Finisher (Tile- Marble-Terrazzo)	\$17.82 /hour	\$9.33/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.

Journeymen Rates for the Tile Setter classification of work (Tile Setter, Marble Mason, and Terrazzo Worker) are provided by the Davis-Bacon Act.

TRANSIT TECHNICIANS

Last Revision: 01-01-2012

Effective: 01-01-2013

Classification:	<u>Base Wage</u>	<u>Fringes</u>
Transit Technician - Entry	\$22.21/hour	\$6.27/hour
Transit Technician - Senior	\$24.28/hour	\$6.51/hour
Transit Technician - Lead	\$25.38/hour	\$6.64/hour
Elevator Mechanic/Repairer	\$39.59/hour	\$29.08/hour (< 5 yrs service) \$29.87/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 more that (50%) of the employee's work occurred on such shift.

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

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

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

23210-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>
Tree Trimmer	\$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: 01-20-2011
Effective: 09-06-2012

Classification:	<u>Base Wage</u>	<u>Fringes</u>
Window Cleaner	\$21.25 /hour	\$6.61/hr (Single) \$8.34/hr (2-Party) \$9.12/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	Employer will provide employees with the ECOPASS

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."

Established: 08-02-2012	<u>Pest Controller</u>	
Classification:	<u>Base Wage</u>	<u>Fringes</u>
Pest Controller	\$20.41/hour	\$6.07/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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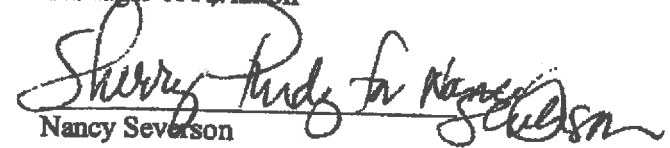
Approved for legality:


David R. Fine, City Attorney


Approved:



John W. Hickenlooper, Mayor



Kim Day
Manager of Aviation


Nancy Severson
Manager of Environmental Health


Acting Manager of General Services


Kevin Patterson
Manager of Parks & Recreation


Guillermo "Bill" Vidal
Manager of Public Works


Claude Punglia
Manager of Finance


Alvin J. LaCabe, Jr.
Manager of Safety


Patricia Wilson Pheanious
Manager of Human Services


Peter Park, Manager of Community
Development and Planning