

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) is made and entered into as of the date stated on the City’s signature page below (the “**Effective Date**”) by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado acting on behalf of its Department of Aviation (the “**City**”), and **Kleen-Tech Services, LLC**, a Delaware corporation authorized to do business in the State of Colorado (“**Contractor**”) (collectively the “**Parties**”).

WITNESSETH:

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

WHEREAS, the City desires to obtain professional window cleaning services; and

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

WHEREAS, Contractor’s proposal was selected for award of the DEN Window Cleaning, AOB, HTC, Landside Outlying Building Project (the “**Project**”); and

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

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

1. LINE OF AUTHORITY:

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

2. SCOPE OF WORK AND CONTRACTOR RESPONSIBILITIES:

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

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

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

D. Subcontractors.

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

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

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

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

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

E. Personnel Assignments.

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

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

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

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

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

3. OWNERSHIP AND DELIVERABLES:

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

4. TERM AND TERMINATION:

A. Term. The Term of this Agreement shall commence on the Effective Date and shall expire two years from the Effective Date, unless terminated in accordance with the terms stated herein (the "**Expiration Date**"). The Term of this Agreement may be extended for **two one-year periods**, on the same terms and conditions, by written notice from the CEO to Contractor. However, no extension of the Term shall increase the Maximum Contract Amount stated below.

B. If the Term expires prior to Contractor completing the work under this Agreement,

subject to the prior written approval of the CEO, this Agreement shall remain in full force and effect until the completion of any services commenced prior to the Expiration Date. Contractor has no right to compensation for services performed after the Expiration Date without such express approval from the CEO.

C. Suspension and Termination.

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

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

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

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

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

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

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

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

Amount.

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

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

5. COMPENSATION AND PAYMENT:

A. Maximum Contract Amount. Notwithstanding any other provision of this Agreement, the City shall not be liable under any theory for payment for services rendered and expenses incurred by Contractor under the terms of this Agreement for any amount in excess of the sum of Four Million, Six Hundred Fifty-Eight Thousand, Seven Hundred Forty Six Dollars and Zero Cents (**\$4,658,746.00**) ("**Maximum Contract Amount**"). Contractor shall perform the services and be paid for those services as provided for in this Agreement up to the Maximum Contract Amount.

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

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

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

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

F. Invoices. On or before the fifteenth (15th) day of each month, Contractor shall

submit to the City a monthly progress invoice containing reimbursable costs and receipts from the previous month for professional services rendered under this Agreement to be audited and approved by the City (“**Invoice**”). Each Invoice shall provide the basis for payments to Contractor under this Agreement. In submitting an Invoice, Contractor shall comply with all requirements of this Agreement and:

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

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

H. Disputed Invoices. The City reserves the right to reject and not pay any Invoice or part thereof, including any final Invoice resulting from a Termination of this Agreement, where the SVP or their authorized representative determines the amount invoiced exceeds the amount owed based upon the work satisfactorily performed. The City shall pay any undisputed items contained in an Invoice. Disputes concerning payments under this provision shall be resolved in accordance with procedures set forth in Section 10.

I. Carry Over. If Contractor's total fees for any of the services provided under this

Agreement are less than the amount budgeted for, the amount remaining in the budget may be used for additional and related services rendered by Contractor if the CEO determines such fees are reasonable and appropriate and provides written approval of the expenditure.

6. MWBE, WAGES AND PROMPT PAYMENT:

A. Minority/Women Business Enterprise.

- i. This Agreement is subject to Article V of Chapter 28, Denver Revised Municipal Code (“D.R.M.C.”), designated as §§ 28-117 to 28-199 (the “DSBO Ordinance”); and any Rules and Regulations promulgated pursuant thereto. The contract goal for MWBE participation established for this Agreement by the Division of Small Business Opportunity (“DSBO”) is 20%.
- ii. Under § 28-132, D.R.M.C., the Contractor has an ongoing, affirmative obligation to maintain for the duration of this Agreement, at a minimum, compliance with the MWBE participation upon which this Agreement was awarded, unless there is a change in the work by the City under § 28-133, D.R.M.C. The Contractor acknowledges that:
 - (1) If contract modifications are issued under the Agreement, whether by amendment or otherwise, the Contractor shall have a continuing obligation to promptly inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract, upon any of the bases under § 28-133, D.R.M.C., regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification of the change to the City.
 - (2) If there are changes in the work that include an increase in scope of work under this Agreement, whether by amendment or otherwise, which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an MWBE at the time of contract award, such change or modification shall be immediately submitted to DSBO for notification purposes.
 - (3) Those amendments or other modifications that involve a changed scope of work that cannot be performed by existing subcontractors shall be subject to the original goal on the contract. The Contractor shall satisfy such goal with respect to the changed scope of work by soliciting new MWBEs in accordance with §§ 28-133, D.R.M.C. The Contractor must also satisfy the requirements under §§ 28-128 and 28-136, D.R.M.C., with regard to changes in MWBE scope or participation. The Contractor shall supply to DSBO all required documentation under §§ 28-128, 28-133, and 28-136, D.R.M.C., with respect to the modified dollar value or work under the contract.
 - (4) If applicable, for contracts of one million dollars (\$1,000,000.00) and over, the Contractor is required to comply with § 28-135,

D.R.M.C., regarding prompt payment to MWBEs. Payment to MWBE subcontractors shall be made by no later than thirty-five (35) days after receipt of the MWBE subcontractor's invoice.

- (5) Termination or substitution of an SBE subcontractor requires compliance with § 28-136, D.R.M.C.
- (6) Failure to comply with these provisions may subject the Contractor to sanctions set forth in § 28-139 of the DSBO Ordinance.
- (7) Should any questions arise regarding DSBO requirements, the Contractor should consult the DSBO Ordinance or may contact the designated DSBO representative at (720) 913-1999.

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

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

- i. Prevailing wage and fringe rates will adjust on the yearly anniversary of the actual date of bid or proposal issuance, if applicable, or the date of the written encumbrance if no bid/proposal issuance date is applicable.
- ii. Contractor shall provide the Auditor with a list of all subcontractors providing any services under the Agreement.
- iii. Contractor shall provide the Auditor with electronically-certified payroll records for all covered workers employed under this Agreement.
- iv. Contractor shall prominently post at the work site the current prevailing wage and fringe benefit rates. The posting must inform workers that any complaints regarding the payment of prevailing wages or fringe benefits may be submitted to the Denver Auditor by calling 720-913-5000 or emailing auditor@denvergov.org.
- v. If Contractor fails to pay workers as required by the Prevailing Wage Ordinance, Contractor will not be paid until documentation of payment satisfactory to the Auditor has been provided. The City may, by written notice, suspend or terminate work if Contractor fails to pay required wages and fringe benefits.

D. Compliance With Denver Wage Laws. To the extent applicable to the

Contractor's provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, Contractor expressly acknowledges that Contractor is aware of the requirements of the City's Minimum Wage Ordinance and that any failure by Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

E. City Prompt Pay.

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

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

7. INSURANCE REQUIREMENTS:

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

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

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

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

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

8. DEFENSE AND INDEMNIFICATION:

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

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

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

D. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of Contractor under the terms of this indemnification obligation. 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.

9. PAYMENT AND PERFORMANCE BOND:

A. A Performance and Payment Bond (“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 an identical Bond from another Surety that is acceptable to the City.

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

D. The City's forms of Performance and Bond must be used. The bond which has been obtained for this Agreement is attached as *Exhibit D*. 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.

10. DISPUTES:

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

11. GENERAL TERMS AND CONDITIONS:

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

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

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

D. Compliance with Patent, Trademark and Copyright Laws.

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

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

E. Notices.

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

by Contractor to:

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

And by the City to:

Kleen-Tech Services, LLC
7100 Broadway Suite 6L
Denver, CO 80221
Attn: Mark Assise
Phone: 1.866.385.0672
Email: MAssise@Kleen-Tech.com

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

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

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

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

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

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

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

Denver, Colorado.

K. Cooperation with Other Contractors.

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

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

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

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

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

O. No Authority to Bind City to Contracts. 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 the City Charter and ordinances.

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

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

R. Taxes and Costs. 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.

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

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

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

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

iv. In the case of a release, spill or leak as a result of Contractor's activities under this Agreement, Contractor shall immediately control and remediate the contaminated media to applicable federal, state and local standards. Contractor 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 Contractor of any pollutant or hazardous material.

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

12. RECORD RETENTION AND OTHER STANDARD CITY PROVISIONS:

A. Diversity and Inclusiveness. The City encourages the use of qualified small businesses doing business within the metropolitan area that are owned and controlled by

economically or socially disadvantaged individuals. Contractor is encouraged, with respect to the goods or services to be provided under this Agreement, to use a process that includes small businesses when considering and selecting any subcontractors or suppliers.

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

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

D. Colorado Open Records Act.

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

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

reimbursement to the City of all reasonable attorney's fees, costs, and damages the City may incur directly or may be ordered to pay by such court, including but not limited to time expended by the City Attorney Staff, whose costs shall be computed at the rate of two hundred dollars and no cents (\$200.00) per hour of City Attorney time.

E. Examination of Records and Audits.

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

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

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

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

G. City Smoking Policy. Contractor and its officers, agents and employees shall

cooperate and comply with the provisions of Denver Executive Order No. 99 and the Colorado Indoor Clean Air Act, prohibiting smoking in all City buildings and facilities.

H. Worker Retention. Contractor and its officers, agents and employees shall cooperate and comply with the Worker Retention provisions of D.R.M.C. §58-31 through §58-34 requiring Contractor to offer covered workers the right of first refusal of employment where applicable.

I. Conflict of Interest.

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

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

iii. The City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement if such a conflict exists, after it has given Contractor written notice which describes such conflict. If, during the course of the Agreement, the City determines that a potential conflict of interest exists or may exist, Contractor shall have thirty (30) days after the notice is received in which to eliminate or cure the conflict of interest in a manner which is acceptable to the City.

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

13. SENSITIVE SECURITY INFORMATION:

Contractor acknowledges that, in the course of performing its work under this Agreement, Contractor may be given access to Sensitive Security Information (“**SSI**”), as material is described in the Code of Federal Regulations, 49 C.F.R. Part 1520. Contractor specifically agrees to comply with all requirements of the applicable federal regulations, including but not limited to, 49 C.F.R.

Parts 15 and 1520. Contractor understands any questions it may have regarding its obligations with respect to SSI must be referred to DEN's Security Office.

14. DEN SECURITY:

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

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

15. FEDERAL RIGHTS:

This Agreement is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between the City and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the City for airport purposes and the expenditure of federal funds for the extension, expansion or development of the Airport System. As applicable, Contractor shall comply with the Standard Federal Assurances identified in Appendix.

16. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE:

A. Attachments. This Agreement consists of Section 1 through 17 which precede the signature page, and the following attachments which are incorporated herein and made a part hereof by reference:

- Appendix: Standard Federal Assurances
- Exhibit A: Scope of Work
- Exhibit B: Rates
- Exhibit C: Insurance Requirements
- Exhibit D: Payment and Performance Bond

B. Order of Precedence. In the event of an irreconcilable conflict between a provision of Section 1 through 17 and any of the listed attachments or between provisions of any attachments, such that it is impossible to give effect to both, the order of precedence to determine which document shall control to resolve such conflict, is as follows, in descending order:

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

17. CITY EXECUTION OF AGREEMENT:

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

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

[SIGNATURE PAGES FOLLOW]

Contract Control Number: PLANE-202370385-00
Contractor Name: KLEEN-TECH SERVICES, LLC

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

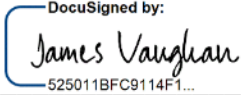
By:

By:

By:

Contract Control Number:
Contractor Name:

PLANE-202370385-00
KLEEN-TECH SERVICES, LLC

By:  _____
525011BFC9114F1...

Name: James Vaughan
(please print)

Title: CEO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Appendix: Standard Federal Assurances

Contract No. 202370385-00 – Kleen-Tech Services, LLC

GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS:

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

Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to

1. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
2. Cancelling, terminating, or suspending a contract, in whole or in part.

Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC§4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);

- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq)(prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

Consultant is responsible for complying with the Federal Fair Labor Standards Act and for monitoring compliance by its subcontractors. Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Consultant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Consultant retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

EXHIBIT A
DEN WINDOW CLEANING SERVICES
SCOPE OF WORK

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SECTION 1: GENERAL INFORMATION

1.1 Manner of Work

1.1.1 The contract and scope of work documents contain the general outlines and details of the work encompassed by this contract. All work under the contract shall be performed in compliance with the requirements of these documents. All provisions of the contract documents are essential parts of the contract. A requirement occurring in one part is binding as though in all parts. The completion of work shall result in clean glass free of dirt, smudges, oils, etc.

1.2 Qualifications

1.2.1 The City and County of Denver Department of Aviation (“DEN”) attaches great importance to the ability of the contractor to perform work as specified. This concern is an acknowledgment of DEN’s obligation to the traveling public, its employees, and the airline and business partner community. To ensure that this obligation is fulfilled the requirements set forth below must be met.

- I. The Contractor shall have a minimum of two (2) years of continuous experience immediately prior to the date of submission in the provision of window washing services. Such services shall have been provided to an industrial, commercial, or public entity.
- II. During that time, the Contractor should have satisfactorily performed at least one window washing contract comparable in scope, including a high-rise building that utilizes Bosun Chair Set-ups and roof rollers (or like system). The contract should also have the same approximate dollar value of this contract.
- III. The Contractor may fulfill this portion of this prerequisite regarding experience if the Contractor 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 of 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.
- IV. The Contractor shall provide window cleaning personnel with the following experience, at a minimum: Window Cleaners should have at least one year of experience or be actively pursuing supervised training if window cleaner has less than one (1) year of experience with utilization Bosun Chair and roof rollers or other comparable mechanisms. All window cleaning personnel should have verifiable experience in operating scissor lifts, JLG-type lifts, articulating boom lifts, or other similar equipment. All work performed shall be completed in full compliance with applicable safety procedures and Occupational Safety and Health Administration (“OSHA”) guidelines.

1.3 Definitions

- 1.3.1 Airport Operations Division: The division of the Department of Aviation that administers the window cleaning program.
- 1.3.2 The City and County of Denver: (“City”)
- 1.3.3 The Chief Executive Officer of the City and County of Denver, Department of Aviation (“CEO”)
- 1.3.4 Airport Operations Services (“AOS”): Designated employees that have the authority and responsibility for maintaining the compliance of the Contract. The AOS shall ensure full compliance with all of the terms and conditions contained within the contract document, including invoice pricing.
- 1.3.5 Contract Administrator: Contract Administrator (“CA”): The Contract Administrator is responsible for managing the administrative aspects of the contract, including financial, revisions, negotiations, official correspondence, and analysis of the day-to-day operation. The CA may also monitor and inspect the performance of the work. The CA is an employee of the Airport Operations Division.
- 1.3.6 Contract Compliance Supervisor (“CCS”): The authorized representative(s) for day-to-day oversight, compliance, and administration of the services under this Agreement. The Contract Compliance Supervisor is an employee(s) of the Airport Operations Division.
- 1.3.7 Contract Compliance Coordinator (“CCC”): The Contract Compliance Supervisor may appoint representatives as CCC(s) to monitor and inspect the performance of the work. The CCCs are employees of the Airport Operations Division.
- 1.3.8 Department of Aviation: (“DEN” or Airport”)
- 1.3.9 Window Cleaner (“WC”): Window Cleaners are responsible for cleaning windows, glass surfaces, and adjacent windowsills. Window Cleaners shall meet the minimum qualifications outlined in Section 1.2.
- 1.3.10 Window Cleaner Site Manager (“SM”): The Contractor’s designated individual within the company to administer the DEN Window Cleaning Contract. The SM shall also supervise daily duties performed by the window cleaning personnel during the shifts specified in the DEN Window Cleaning Contract. The SM shall be required to be onsite full-time. The contractor shall be required to provide adequate supervision during any absence of the SM.
- 1.3.11 Scope of Work: (SOW”)
- 1.3.12 Non-Performance Deductions: Are monetary deductions from the monthly invoice amount due to the unsatisfactory performance of the work.

1.4 Authority of Airport Operations Services

- 1.4.1 The AOS shall always have free access to the Contractor's materials and work site for the purposes of inspecting compliance to this scope of work. Materials may include safety records, training records, timecard records, etc. The AOS shall also have the authority to question the quality, safety, and acceptability of any equipment the Contractor uses to perform these duties.
- 1.4.2 CCCs shall conduct daily inspections of all work performed and shall have the authority to approve or disapprove such work and require that it be completed satisfactorily. The CCCs shall have the authority to suspend Contractor work until any questions and/or issues can be resolved by the CCS.
- 1.4.3 Airport Operations Services is not authorized to revoke, alter, or waive any requirements to this Contract.
- 1.4.4 CCS and CCC shall not act as foremen, perform duties for the Contractor, nor interfere with the management of the work of the Contractor. Any advice (both verbal and non-verbal) given to the Contractor shall in no way be construed as binding to the City, or as release from fulfilling all the requirements of the Contract. The CCS shall work with the Contractor's Site Manager or designated supervisor when making requests of the Contractor. The CCS and CCC shall not make requests directly to window cleaning employees of the Contractor.
- 1.4.5 The Contract Compliance Supervisor and Contract Administrator have the authority to interpret any ambiguous language included in this contract, should any questions arise.

1.5 Exclusive Performance

- 1.5.1 Neither the Contractor nor any of his/her employees shall perform any outside work at the Airport other than that which is defined herein, except as permitted in writing by the CCS. When such other work is approved, it is expressly understood that the needs of DEN are to have precedence over any approved outside work. Other work shall not be performed concurrently with the completion of the proposal items in Section 6.

SECTION 2: STAFFING

2.1 Staffing Plan

- 2.1.1 The Contractors staffing plan required to perform the tasks and frequencies in Section 6 for the Landside Outlying Buildings, Maintenance Center, Ground Transportation Facility, Parking Garages, Parking Shelters, Parking Exit Booths, Satellite Badging Office, TSA/DPD Kennel Facility, Carpenter Shop, Worldport, AOB, AOB Connector Bridge, Level 6 West Security Checkpoint and Plaza, Hotel/Transit Center. The base staffing number under this contract shall not be less than the Contractors detailed plan required to maintain the cleanliness of the items outlined in Section 6. The Site Manager is included in the proposed staffing plan. DEN reserves the right to approve or disapprove the

Contractor's staffing plan. The proposed staffing plan shall go into effect at the beginning of the Contract any changes must be approved by DEN prior to changes taking affect.

- 2.1.2 The new Level 6 West Security Checkpoint has been incorporated into the bid item list. The staffing plan shall encompass the staffing requirement to complete the tasks and frequencies in section 6. DEN reserves the right add additional glass footprint during the term of this contract to include the Main Terminal in its entirety to the scope of work. The decision to add the Main Terminal to the scope of work shall be made after award. Pricing and staff shall be negotiated after award.

Employee Title	1st Shift Monday-Friday 06:00 am - 14:00 pm
Full Time Window Cleaners	5
Full Time SM/Supervisor	1

- 2.1.3 The Site Manager position must be full time and shall be on the job site **at least** 8 hours per day. The Site Manager shall be "non-working" and do not perform window cleaning work themselves. The Site Manager shall also be responsible for daily supervision of contractor staff.
- 2.1.4 The Contractor may be required to provide a second full time non-working supervisor to support future sub-contractor work expansion. The additional supervisor will be employed by the sub-contractor.
- 2.1.5 The Contractor shall provide a complete employee roster to the AOS, listing the names of all window cleaners to be employed for this Contract. The list will provide the name of each employee working by shift and their status. These lists must be current and updated each time there is a change to the schedule.
- 2.1.6 The Contractor must have a responsible management contact person available for calls 24 hours a day, 7 days a week.
- 2.1.7 Any person working as the Contractor's Site Manager shall meet at least the following minimum qualifications:
- I. Five (5) years' management experience in the window cleaning industry
 - II. Two (2) years' experience managing a contract in a comparable position, managing no less than Ten (10) employees.
 - III. Verifiable attendance at an industry approved safety training program with the previous Two (2) years.

2.2 Adjustments to Staffing Plan and Proposal Items

- 2.2.1 DEN has several active construction projects that may affect window cleaning staffing levels through the term of this contract. During these construction projects, proposal items may be added or removed from window cleaning service. The Contractor shall be required to adjust the monthly proposal items and/or staff to reflect the changes of the facility.
- 2.2.2 If additional proposal items are added, DEN shall request from the Contractor a fixed price to reflect the changes to the facility. The addition of glass to the scope of work is not limited to construction activities. DEN may add additional footprint as deemed necessary.
- 2.2.3 The addition of full-time window cleaner(s) shall be made through a scope of work modification in writing by DEN.

2.3 Shift Times

- 2.3.1 The Contractor shall observe the following hours for providing window cleaning service:
 - I. Monday – Friday: 06:00-14:00 which includes a 30-minute lunch break
 - II. Shift times to clean the Level 6 West Security Checkpoint may vary to accommodate access restrictions.
- 2.3.2 The Contractor shall be required to adjust the above schedule to complete proposal items at night 10:00 pm – 6:00 am. Proposal items that need to be completed over night are identified with an asterisk in the item list. The CCS can make modifications to shift times as deemed necessary.
- 2.3.3 Additional proposal items may be added to the overnight schedule at the discretion of CCS.
- 2.3.4 All window cleaners **shall be required to use an on-site time clocks to clock in and out daily**. Window cleaners shall sign a performance sheet detailing the shift and work performed each day.

SECTION 3: TRAINING

3.1 Training Specifications

- 3.1.1 The Contractor shall provide each employee assigned to perform work under this Contract with adequate training in the duties of their job to perform the work competently. The Contractor will provide training in accordance with their company's training manual, which will be kept current with all/any revisions.
- 3.1.2 The Contractor shall maintain a training record for each employee. The training record should include at a minimum, the employee's name, date of employment, and the type and date of each training class attended. Such records shall be made available to the

CCS upon their request. The AOS may, from time to time, monitor the conduct of such training classes.

- 3.1.3 The City may at times provide training material such as Tornado Training, All Hazards Training and DEN specific Customer Service Training. The Contractor shall incorporate any/all DEN provided training into the Contractors Training Plan.

3.2 Employee Driver Licenses and Records

- 3.2.1 Contractor employees driving either City or Contractor provided vehicles under this Contract are required to maintain an excellent driving record. Drivers with a driving record unacceptable to the City's insurance underwriter will be removed by the Contractor to a non-driving job if available.
- 3.2.2 The Contractor shall review every driver's record on a quarterly basis. Drivers with five (5) points or more on their record or pending alcohol related charges against their driving record will not be allowed to drive City or Contractor vehicles. All drivers with an alcohol or drug related charge shall be dealt with in accordance with the provisions of Executive Order No. 94. The Contractor will supply signed documents that list the employees driving under this Contract with verified State Drivers Licenses to the CCS on a quarterly basis.

SECTION 4: EQUIPMENT AND PROPERTY

4.1 Uniforms

- 4.1.1 Contractor employees are required to wear uniforms and appropriate protective clothing while performing work under this Contract and have a neat and clean appearance. No deviations in accessories to the uniforms shall be permitted. Uniforms must display the Contractor's insignia or logo.
- 4.1.2 The Contractor shall provide employees with required personal protective equipment.
- 4.1.3 Cost of the uniforms shall be the Contractor's responsibility. This may include all types of shirts, smocks, pants, slacks, field jackets, coats, hats, gloves, rain and snow gear, shoes, and protective gear including goggles and masks.
- 4.1.4 Contractor Supervisory personnel shirts should be a different color from Window Cleaning personnel.
- 4.1.5 The "CCS" must approve the uniform styles in advance of their use.
- 4.1.6 The City reserves the right to change the uniform policy and design through the term of the Contract.
- 4.1.7 The Contractor shall be responsible to replace the employee's worn uniform throughout the term of this Contract.

4.2 Equipment Provided by the Contractor

- 4.2.1 All required equipment and radios shall be purchased brand-new upon the commencement of the Contract. However, office equipment such as computers may be used but must be in excellent, reliable condition and acceptable to the CCS.
- 4.2.2 Contractor must provide one (1) pick-up truck which must be five (5) model years or newer from contract start date and under 100,000 miles while used under the term of this Contract. Alterations/deviation from the vehicle specifications shall be approved in writing by DEN.
- 4.2.3 Contractor must provide a minimum of two (2) two-way radios. All radios must be compatible with the DEN communication system, no exceptions. Harris XG25 SCAN portable radios are highly recommended for users on DEN's system. Alternative radios shall be approved by DEN prior to purchase.
- 4.2.4 Contractor is required, at a minimum, to provide the following equipment in performing work under this Contract:
- I. One (1) 26 Ft. Scissor Lift;
 - II. One (1) 20 Ft. Single Person Lift;
 - III. Three (3) Roof Rollers;
 - IV. One (1) Bosun Chair Set-ups;
 - V. One (1) 18 ft. "A-Frame" industrial ladder
 - VI. Two (2) piece aluminum sectional ladders with five (4) 8 Ft. sections
 - VII. Lift rental for canopies/as needed (100ft+ may be required)
 - VIII. Power Washer
 - IX. De-ionized water system with cleaning attachments
 - X. Personal Equipment Lockers (quantity will be based on staffing levels, the intent is for each employee to have their own locker);
 - XI. Two (2) two-Way Radios (with batteries and charges), Harris 800MHz (or equivalent);
 - XII. All necessary window cleaning tools and supplies to its employees, including but not limited to squeegees, buckets, scrapers, orange cones, and wands (scrubber).
- 4.2.5 DEN may inspect contractor equipment from time to time to ensure appropriate safety measures are met and may instruct the Contractor to make improvements or revisions DEN reserves the right to perform conditional assessments of all required equipment, used throughout the term of the Contract to verify that equipment is in good working order. The Contractor shall be required to replace any piece of equipment that DEN no longer deems satisfactory by mutual agreement. Any approval by the Contract Compliance Supervisor or their designee of practices, manner of work 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.

4.3 Equipment and Facilities Provided by DEN

- 4.3.1 DEN will provide, at no expense to the Contractor, office space, storage space and access utilities as reasonably necessary for the performance of the Contractor's duties at Denver International Airport. The Contractor is responsible for costs associated with data use (phone/internet). These DEN provided facilities may include, at a minimum:
- I. Business offices suitable for the management of the Contract
 - II. Breakrooms and storage rooms for Contractor employees
- 4.3.2 DEN may provide (upon availability) the Contractor access to a 40'- 45' "JLG" lift or equivalent on an "as needed" basis during the term of this Contract. Should the City equipment not be available while it's under repair and or undergoing routine maintenance the contractor must make other arrangement to perform the proposal item as scheduled by renting the required equipment, pricing for equipment rental shall be consistent with proposal item #5B. It is the responsibility of the Contractor to meet all necessary license requirements needed to operate the equipment provided by the City. In return for the use of such equipment, the Contractor accepts responsibility for any property damage and injuries resulting from the use of any and all City equipment by Contractor personnel; without limiting the foregoing, provisions of indemnification, apply to the use of such equipment by the Contractor or any subcontractor.

SECTION 5: SPECIFICATIONS

5.1 Window Cleaning Technical Specifications and Work Items

- 5.1.1 The Contractor shall meet the following expectations as defined on all proposal items: 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 shall 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.
- 5.1.2 Window cleaning specifications may include other "non-glass" surfaces which due to convenience and access by window cleaning crew, shall 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.
- 5.1.3 The Contractor shall be responsible for delivering to the Contract Compliance Coordinators and Contract Compliance Supervisor a daily Window Cleaners update report at the beginning and end of the shift. Said report shall be submitted approximately within one hour of the beginning of each shift and within approximately one hour after the end of shift. Failure to submit each required report shall result in a \$50.00 deduction per report off the monthly invoice. The report should include at a

minimum the following information in the forms developed between the awarded vendor and DEN.

- I. Planned proposal items to be cleaned.
- II. States via check box if the item is a new assignment or an ongoing assignment from the previous day.
- III. If the item is an ongoing assignment the date when work was started on the item should be clearly identified.
- IV. The end of shift report shall include all completed items.
- V. If an item is reported as ongoing the contractor shall clearly identify the progress of the item.

5.1.4 Interference with normal activities at DEN shall be kept to a minimum. All 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 Compliance Supervisor and the equipment must be stored only in area(s) designated by the CCS.

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

5.1.6 The Site Manager/Contractor Supervisor shall make sufficient daily inspections to ensure the work is performed as specified. The Site Manager/Contractor Supervisor shall use work assignment sheets and the tool and equipment checklist for each assignment to record discrepancies.

5.1.7 The Site Manager shall provide a copy of all shift inspection reports to the CCS each day. The CCS or other employees of the AOS will also perform daily inspections of Contractor's work. Should the AOS find any deficiencies, the Contractor shall correct these deficiencies within three (3) hours of notification or be subject to deductions under Section 7.1.2 for substandard completion of proposal items.

5.2 Modifications to the Scope of Work Specifications

5.2.1 The Contractor agrees that the City may at any time require deletions, additions or modifications to the work or staff levels, 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 CA; otherwise, work revisions must be directed in writing and signed by the CEO or their designee in function in order for the Contractor to be paid for such work.

5.2.2 If prior to the formal issuance by the CEO or their designee in function 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

CEO's or their designee work modification directive, either as a decrease or an increase to the monthly payment for routine work.

- 5.2.3 Scope of work modifications shall not increase the overall contract maximum value and may impact contract options to extend.

5.3 Estimated Quantities

- 5.3.1 The approximate service and personnel needs outlined herein 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.

5.4 Additional Services

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

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

- I. Additional cleaning of windows for special events
- II. Cleaning high beams above 20 FT
- III. Cleaning of window or glass areas other than those scheduled in this Contract at the City's request.
- IV. Work requiring the use of equipment maintained at the Airport by the Contractor under this Contract.

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

- 5.4.4 The Contractor shall be compensated for such Additional Services, only if the services and amount of compensation therefore have been authorized in advance in writing by the CCS, in accordance and consistent with the pricing in **Proposal Item 5A**. 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 in the Contract.

5.5 Closing of Traffic Lanes

- 5.5.1 The closing of any traffic lanes for any of Contractor's work under this Contract must be coordinated in advance with Airport Operations or other Airport departments that will be impacted by such closure.

5.6 Safety

- 5.6.1 The Contractor shall provide a detailed safety plan that includes at a minimum, a training record for each employee. The record shall include, at a minimum, the employee's name, date of employment, and the type and date of each training class attended. Such records shall be made available to the CCS or their representative on a quarterly basis or upon their request.

5.7 Accident Reporting

- 5.7.1 The Contractor shall promptly (within 24 hours) notify the CCS of any accidents involving bodily injury to workers, building occupants, passengers, equipment, or other persons. Notification shall be made in writing on forms developed by the Contractor for this purpose.

5.8 Airport Security and Airport Security Procedures

- 5.8.1 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.
- 5.8.2 The Contractor, promptly upon notice of award of this Contract, shall meet with the Airport's Security Office 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.
- 5.8.3 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.
- 5.8.4 The Contractor shall return to DEN at the expiration or termination of this Contract, or upon demand by DEN, all access keys or access badges issued to it or any subcontractor, whether or not restricted. If the Contractor fails to do so, the Contractor shall be liable to reimburse DEN for all the costs for work required to prevent compromise of the

Airport security system. DEN may withhold funds in the amount of such costs from any amounts due and payable to the Contractor under this Contract.

5.9 Employee Conduct

- 5.9.1 The Contractor shall only use skilled, competent personnel, who are experienced and knowledgeable in window washing services.
- 5.9.2 The Contractor shall be responsible for the neat appearance, courtesy, efficiency, and conduct of all the Contractor's personnel at all times.
- 5.9.3 The City reserves the right to approve the Contractor's employment or appointment of any person performing work at the Airport under this Contract, if such person is deemed by the Contract Compliance Supervisor to be unfit to carry out the duties of the position to which the Contractor intends to assign or has assigned such individual.
- 5.9.4 All the employees, subcontractors, and agents of the Contractor shall conduct their activities and services in a professional and customer-service-focused manner throughout the term of this contract.
- 5.9.5 The Contractor shall remove any person under the control of the Contractor from the Airport at the City's request.

SECTION 6: WORK ITEMS

- 6.1.1 The below work items are the base requirements of this agreement. DEN may increase or decrease frequencies through mutual agreement with the Contractor via a scope of work modifications. Work items may be added as deemed necessary by DEN. The Contractor and DEN will meet to review work efficiencies to determine price and staff increases or decreases. The cost for additional work items shall be driven by the need of additional labor.

Landside Outlying Buildings; Maintenance Center Facility, Ground Transportation Facility, Parking Buildings, Parking Garages, Parking Shelters, Parking Exit Booths, Satellite Badging Office, TSA/DPD Kennel Facility, Carpenter Shop and Worldport,				
Proposal Items	Description	Frequency	Cost per Occurrence	Annual Cost
1A	PARKING LOT OFFICES, EAST AND WEST GARAGE AND ECONOMY, MT. ELBERT AND PIKES PEAK INTERIOR AND EXTERIOR INCLUDING TICKET BOOTH EXTERIOR	Every other Week	\$739.80	\$19,234.79
1B	WASH INTERIOR & EXTERIOR OF SHELTERS IN MT. ELBERT LOT, PIKES PEAK LOT, LANDSIDE EMPLOYEE LOT, EAST AND WEST ECONOMY LOTS	Every other Week	\$253.65	\$6,594.79

1C	WASH GUARD SHACKS 1, 5 & AOB AND DOCK MASTER OFFICE INTERIOR & EXTERIOR	Every other Week	\$253.65	\$6,594.79
1D	WASH INTERIOR OF EXTERIOR BRIDGE WINDOWS OF PARKING STRUCTURE	Every other Week	\$369.90	\$9,617.40
1E	WASH WINDOWS ELEVATOR LOBBIES (GARAGE) INTERIOR & EXTERIOR LEVELS 1 THROUGH 5	Monthly	\$1,849.50	\$22,193.99
1F	TURNSTILE BLDGS WASH INTERIOR & EXTERIOR OF ALL GLASS	Monthly	\$1,183.68	\$14,204.15
1G	MAINTENANCE FACILITY WASH INTERIOR & EXTERIOR OF ALL GLASS	Every other Month	\$1,183.68	\$7,102.08
1H	GROUND TRANSPORTATION BLDG & RESTROOM BLDG WASH INTERIOR & EXTERIOR OF ALL GLASS	Every other Month	\$887.76	\$5,326.56
1I	CARPENTER SHOP WASH INTERIOR & EXTERIOR OF ALL GLASS	Every other Month	\$306.49	\$1,838.93
1J	TSA/DPD DOG KENNEL FACILITY WASH INTERIOR & EXTERIOR OF ALL GLASS	Every other Month	\$443.88	\$2,663.28
1K	SATELLITE BADGING BLDG WASH INTERIOR & EXTERIOR OF ALL GLASS	Every other Month	\$676.39	\$4,058.33
1L	FIRE STATION 35 WASH INTERIOR AND EXTERIOR OF ALL GLASS	Every other Month	\$2,663.28	\$15,979.67
1M	WASH EXTERIOR OF SPANDRELITE GLASS AND BRIDGE GLASS ON PARKING STRUCTURE	Three Times a Year	\$5,918.40	\$17,755.19
1N	WORLDPORT CITY OFFICES ALL INTERIOR AND EXTERIOR GLASS	Quarterly	\$528.43	\$2,113.71
				\$135,277.65
PLAZA AND TRANSIT CENTER (WEATHER PERMITING) items with an asterisk* will be completed at night				
2A	INTERIOR SLIDER DOOR/PARTITION 1ST LEVEL WEST	Weekly	\$95.12	\$4,946.09
2B	TRAIN STATION RAIL GLASS FRONT	Weekly	\$137.39	\$7,144.35
2C	TRANSIT CENTER TO TERMINAL ESCALATOR WRAP	2x Per Week	\$295.92	\$30,775.67
2D	TRANSIT CENTER TO TERMINAL ESCALATOR INT/EXT	2x Per Week	\$264.21	\$27,478.27

2E	5TH LEVEL RAIL GLASS EAST FRONT/BACK SIDE*	Weekly	\$369.90	\$19,234.79
2F	5TH LEVEL RAIL GASS WEST FRONT/BACK SIDE*	Weekly	\$369.90	\$19,234.79
2G	TRAIN STATION BOOTH	Weekly	\$73.98	\$3,846.96
2H	TRAIN STATION RAIL GLASS BACK	Weekly	\$591.84	\$30,775.67
2I	WEST STORE FRONTS 5TH LEVEL EXTERIOR	Quarterly	\$581.27	\$2,325.08
2J	1ST LEVEL BREEZEWAY INT/EXT (EXCLUDE INTERIOR VENDOR SPACE)	Quarterly	\$221.94	\$887.76
2K	AIR SHAFT/ELEVATOR GLASS BOX'S 5TH LEVEL, EAST, AND WEST PLAZA	Quarterly	\$295.92	\$1,183.68
2L	*SOUTH END ESCALATOR WALL EAST EXTERIOR	Quarterly	\$2,367.36	\$9,469.44
2M	SOUTH END ESCALATOR WALL EAST INTERIOR	Quarterly	\$566.48	\$2,265.90
2N	SOUTH END ESCALATOR DIVIDER WALL EAST INTERIOR	Quarterly	\$566.48	\$2,265.90
2O	*SOUTH END ESCALATOR WALL WEST EXTERIOR	Quarterly	\$718.66	\$2,874.65
2P	SOUTH END ESCALATOR WALL WEST INTERIOR	Quarterly	\$566.48	\$2,265.90
2Q	SOUTH END ESCALATOR DIVIDER WALL WEST INTERIOR	Quarterly	\$1,183.68	\$4,734.72
2R	4TH LEVEL OFFICE WINDOWS INT/EXT EAST & WEST	Quarterly	\$1,331.64	\$5,326.56
2S	2ND LEVEL OFFICE WINDOWS EXTERIOR EAST & WEST	Quarterly	\$1,257.66	\$5,030.64
2T	SOUTH END LARGE CANOPY TOP (PRESSURE WASH)	Annual	\$7,820.74	\$7,820.74
2U	SOUTH END SMALL CANOPY TOP (PRESSURE WASH)	Annual	\$3,762.41	\$3,762.41
2V	NORTH END CANOPY TOP (PRESSURE WASH)	Annual	\$7,820.74	\$7,820.74
2W	SOUTH END LARGE CANOPY BOTTOM	Annual	\$7,398.00	\$7,398.00
2X	SOUTH END SMALL CANOPY BOTTOM (INCLUDING ARCHED WINDOWS)	Semi-Annual	\$5,812.71	\$11,625.42
2Y	NORTH END CANOPY BOTTOM (INCLUDING ARCHED WINDOWS)	Semi-Annual	\$2,747.83	\$5,495.65
				\$225,989.77
Airport Office Building (AOB)				

3A	AOB-WASH ALL SIDES ELEVATOR ENCLOSURE AND DOOR GLASS, LVL 5A & 5B	Weekly	\$221.94	\$11,540.87
3B	AOB-WASH ENTRANCE INTERIOR & EXTERIOR FLOOR DOORS LEVELS 6 & 9	Weekly	\$295.92	\$15,387.83
3C	WASH INSIDE OF ALL EXTERIOR GLASS IN AOB LEVELS 6 THRU 10	Quarterly	\$1,479.60	\$5,918.40
3D	AOB WASH OUTSIDE OF ALL EXTERIOR GLASS & SPANDRELITE PANELS	Annual	\$15,218.74	\$15,218.74
3E	AOB-WASH INTERIOR & EXTERIOR OF BLOCK GLASS AT ALL GARAGE LEVELS	Annual	\$2,536.46	\$2,536.46
3F	AOB-WASH INTERIOR & EXTERIOR OF BLOCK GLASS AT DOCK AREA	Annual	\$528.43	\$528.43
3G	AOB-WASH OUTSIDE OF SPANDRELITE PANELS ABOVE LEVEL 5B (EASTSIDE)	Annual	\$10,304.35	\$10,304.35
				\$61,435.08
Administration Connector (A Bridge) Building /Walkway/Customs				
4A	ADMIN/CUSTOMS-WASH ALL SIDES OF MOVING WALKWAY GLASS	Weekly	\$338.19	\$17,586.09
4B	ADMIN/CUSTOMS- ART DISPLAY CASES WASH EXTERIOR GLASS	Weekly	\$253.65	\$13,189.57
4C	ADMIN/CUSTOMS-WASH BOTH SIDES OF ALL INTERIOR PARTITION GLASS IN CUSTOMS	Weekly	\$369.90	\$19,234.79
4D	WASH INSIDE OF EXTERIOR GLASS INCLUDING SPANDRELITE WALL PANELS, ADMINISTRATION BLDG CONNECTOR LEVEL (N. TERMINAL LEVEL 6 TO SECURITY)	Weekly	\$2,029.16	\$105,516.57
4E	ADMIN/CUSTOMS-WASH INTERIOR CLEAR GLASS PANELS ON LEVEL 4 E & W	Weekly	\$591.84	\$30,775.67
4F	ADMIN/CUSTOMS-WASH ALL SIDES OF ESCALATOR GLASS	Monthly	\$507.29	\$6,087.49
4G	WASH INTERIOR OF EXTERIOR GLASS CUSTOMS LEVEL (INCLUDE CUSTOMS OFFICE AREA)	Three Times a Year	\$3,551.04	\$10,653.12
4H	WASH EXTERIOR OF ADMINISTRATION CONNECTOR BUILDING GLASS CLEAR AND SPANDRELITE	Semi-Annual	\$4,967.23	\$9,934.45
4I	ADMIN/CUSTOMS-WASH EXTERIOR CLEAR GLASS PANELS ON LEVEL 4 E & W	Annual	\$3,846.96	\$3,846.96
4J	CUSTOMS EXTERIOR E & W CLEAR AND SPANDRELITE PANELS (INCLUDING BRIDGE & ESCALATOR ENCLOSURES)	Annual	\$2,367.36	\$2,367.36
				\$219,192.07
Additional Services				

5A	HOURLY RATE FOR ADDITIONAL SERVICES	Per Request	\$65.00	As Needed
5B	>100' MAN-LIFT RENTAL, HOURLY RATE	Per Request	\$150.00	As Needed
Level 6 West Security Check Point				
6A	3x GLASS SKY FOLD DOOR IN AND OUT (all glass)	Bi-Weekly	\$179.66	\$4,671.16
6B	OUTER QUE CURTAIN WALL IN AND OUT (all glass)	5x a Week	\$147.95	\$38,467.00
6C	INNER QUE CURTAIN WALL IN AND OUT (all glass)	5x a Week	\$116.25	\$30,225.00
6D	ROLLING DOOR ON INNER QUE CURTAIN WALL (all glass)	5x a Week	\$73.97	\$19,232.20
6E	7x INNER VESTIBULE PARTITION GLASS (all glass)	5x a Week	\$103.57	\$26,928.20
6F	SMOKE GLASS	Monthly	\$147.95	\$1,775.40
6G	LEO ROOMS NORTH AND SOUTH IN AND OUT (INCLUDING DOORS)	Weekly	\$158.52	\$8,243.04
6H	TSA ADMIN OFFICE ALL GLASS IN AND OUT	Weekly	\$109.91	\$5,715.32
6I	TSA ADMIN OFFICE FROSTED GLASS ALL GLASS IN AND OUT	2 X per month	\$73.97	\$1,775.28
6J	TALL EXTERIOR RAILING GLASS STEP SIDE	Weekly	\$147.95	\$7,693.40
6K	TALL EXTERIOR RAILING GLASS OPEN AIR SIDE (all surfaces, a lift may be needed to access some of the glass, equipment rental rates "5B" will be applied as needed.)	Quarterly	\$2,367.35	\$9,469.40
6L	TSA SUPERVISOR PODIUM OFFICE BOX NORTH AND SOUTH IN AND OUT	Weekly	\$73.97	\$3,846.44
6M	3x LARGE ESCALATORS STEP AND BACK SIDE	Weekly	\$253.64	\$13,189.28
6N	OUTER ESCALATOR PARTION GLASS IN AND OUT	Quarterly	\$1,183.678	\$4,734.71
6O	5TH LEVEL ESCALATOR ENCLOSURE INTERIOR (side of glass over escalator)	Bi-Annual	\$517.85	\$1,035.70
6P	5TH LEVEL ESCALATOR ENCLOSURE EXTERIOR (walk up, side of glass on level 5)	3xWeekly	\$147.95	\$23,080.20
				\$200,081.73
			Annual Cost (Estimated)	\$844,126.31

SECTION 7: PERFORMANCE DEDUCTIONS

7.1 Non-Performance Deductions

- 7.1.1 Proposal Item List—Contractor failure to perform the “Proposal Item” as described herein, the City shall deduct two thousand dollars (\$2,000.00) per non-compliance per “Proposal Item” per occurrence.
- 7.1.2 Substandard Completion on Proposal Items—The City reserves the right to reject any and all invoices for specified items of work which have not been performed to the satisfaction of the CCS or their designee. If deficiencies noted are not corrected within three (3) hours, the Contractor shall be charged one hundred dollars (\$100.00) per hour until said deficiencies are corrected.
- 7.1.3 Insufficient Equipment—The Contractor shall be subject to a two hundred fifty-dollar deduction (\$250.00) per day per piece of equipment for not having at the job site the minimum equipment required by this Contract.

7.2 Staffing Deductions

- 7.2.1 The Contractor must have agreed staffing that is dedicated to work on-site under this Contract throughout the term. Should the staffing levels fall under the agreed level, though termination, resignation, leave of absence, etc. The Contractor shall have 15 calendars day to hire replacement personnel or DEN shall deduct from the monthly invoice the applicable daily deductions starting on the 16th day of each vacated position until replacement personnel is hired.
- I. Window cleaner—\$250.00 per day per window cleaner
 - II. Supervisor—\$300.00 per day per supervisor

- 7.2.2 The Contractor shall be subject to the above deductions per day per position until the window cleaner and/or supervisor is replaced.

7.3 Damage to City Property

- 7.3.1 The Contractor shall submit a written report of any damages to the building, furniture, fixtures, or equipment caused by its employee within 24 hours of the incident. Contractor shall be held liable for any damage caused by the negligence of their employees. The City reserves the right to deduct the amount for the cost of repair or replacement from the Contractor’s monthly invoices.

Exhibit B Rates

**Landside Outlying Buildings; Maintenance Center Facility, Ground Transportation Facility, Parking Buildings, Parking Garages, Parking Shelters,
Parking Exit Booths, Satellite Badging Office, TSA/DPD Kennel Facility, Carpenter Shop and Worldport,
AOB, AOB Connector Bridge Level 6 West Checkpoint**

Proposal Items	Description	Frequency	Cost per Occurrence	Annual Cost
1A	PARKING LOT OFFICES, EAST AND WEST GARAGE AND ECONOMY, MT. ELBERT AND PIKES PEAK INTERIOR AND EXTERIOR INCLUDING TICKET BOOTH EXTERIOR	Every other Week	\$ 739.80	\$ 19,234.79
1B	WASH INTERIOR & EXTERIOR OF SHELTERS IN MT. ELBERT LOT, PIKES PEAK LOT, LANDSIDE EMPLOYEE LOT, EAST AND WEST ECONOMY LOTS	Every other Week	\$ 253.65	\$ 6,594.79
1C	WASH GUARD SHACKS 1, 5 & AOB AND DOCK MASTER OFFICE INTERIOR & EXTERIOR	Every other Week	\$ 253.65	\$ 6,594.79
1D	WASH INTERIOR OF EXTERIOR BRIDGE WINDOWS OF PARKING STRUCTURE	Every other Week	\$ 369.90	\$ 9,617.40
1E	WASH WINDOWS ELEVATOR LOBBIES (GARAGE) INTERIOR & EXTERIOR LEVELS 1 THROUGH 5	Monthly	\$ 1,849.50	\$ 22,193.99
1F	TURNSTILE BLDGS WASH INTERIOR & EXTERIOR OF ALL GLASS	Monthly	\$ 1,183.68	\$ 14,204.15
1G	MAINTENANCE FACILITY WASH INTERIOR & EXTERIOR OF ALL GLASS	Every other Month	\$ 1,183.68	\$ 7,102.08
1H	GROUND TRANSPORTATION BLDG & RESTROOM BLDG WASH INTERIOR & EXTERIOR OF ALL GLASS	Every other Month	\$ 887.76	\$ 5,326.56
1I	CARPENTER SHOP WASH INTERIOR & EXTERIOR OF ALL GLASS	Every other Month	\$ 306.49	\$ 1,838.93
1J	TSA/DPD DOG KENNEL FACILITY WASH INTERIOR & EXTERIOR OF ALL GLASS	Every other Month	\$ 443.88	\$ 2,663.28
1K	SATELLITE BADGING BLDG WASH INTERIOR & EXTERIOR OF ALL GLASS	Every other Month	\$ 676.39	\$ 4,058.33
1L	FIRE STATION 35 WASH INTERIOR AND EXTERIOR OF ALL GLASS	Every other Month	\$ 2,663.28	\$ 15,979.67
1M	WASH EXTERIOR OF SPANDRELITE GLASS AND BRIDGE GLASS ON PARKING STRUCTURE	Three Times a Year	\$ 5,918.40	\$ 17,755.19
1N	WORLDPORT CITY OFFICES ALL INTERIOR AND EXTERIOR GLASS	Quarterly	\$ 528.43	\$ 2,113.71
				\$ 135,277.65

PLAZA AND TRANSIT CENTER (WEATHER PERMITTING) items with an asterisk* will be completed at night

2A	INTERIOR SLIDER DOOR/PARTITION 1ST LEVEL WEST	Weekly	\$ 95.12	\$ 4,946.09
2B	TRAIN STATION RAIL GLASS FRONT	Weekly	\$ 137.39	\$ 7,144.35
2C	TRANSIT CENTER TO TERMINAL ESCALATOR WRAP	2x Per Week	\$ 295.92	\$ 30,775.67
2D	TRANSIT CENTER TO TERMINAL ESCALATOR INT/EXT	2x Per Week	\$ 264.21	\$ 27,478.27
2E	5TH LEVEL RAIL GLASS EAST FRONT/BACK SIDE*	Weekly	\$ 369.90	\$ 19,234.79
2F	5TH LEVEL RAIL GASS WEST FRONT/BACK SIDE*	Weekly	\$ 369.90	\$ 19,234.79
2G	TRAIN STATION BOOTH	Weekly	\$ 73.98	\$ 3,846.96
2H	TRAIN STATION RAIL GLASS BACK	Weekly	\$ 591.84	\$ 30,775.67
2I	WEST STORE FRONTS 5TH LEVEL EXTERIOR	Quarterly	\$ 581.27	\$ 2,325.08
2J	1ST LEVEL BREEZEWAY INT/EXT (EXCLUDE INTERIOR VENDOR SPACE	Quarterly	\$ 221.94	\$ 887.76
2K	AIR SHAFT/ELEVATOR GLASS BOX'S 5TH LEVEL, EAST AND WEST PLAZA	Quarterly	\$ 295.92	\$ 1,183.68
2L	*SOUTH END ESCALATOR WALL EAST EXTERIOR	Quarterly	\$ 2,367.36	\$ 9,469.44
2M	SOUTH END ESCALATOR WALL EAST INTERIOR	Quarterly	\$ 566.48	\$ 2,265.90
2N	SOUTH END ESCALATOR DIVIDER WALL EAST INTERIOR	Quarterly	\$ 566.48	\$ 2,265.90
2O	*SOUTH END ESCALATOR WALL WEST EXTERIOR	Quarterly	\$ 718.66	\$ 2,874.65
2P	SOUTH END ESCALATOR WALL WEST INTERIOR	Quarterly	\$ 566.48	\$ 2,265.90
2Q	SOUTH END ESCALATOR DIVIDER WALL WEST INTERIOR	Quarterly	\$ 1,183.68	\$ 4,734.72
2R	4TH LEVEL OFFICE WINDOWS INT/EXT EAST & WEST	Quarterly	\$ 1,331.64	\$ 5,326.56
2S	2ND LEVEL OFFICE WINDOWS EXTERIOR EAST & WEST	Quarterly	\$ 1,257.66	\$ 5,030.64
2T	SOUTH END LARGE CANOPY TOP (PRESSURE WASH)	Annual	\$ 7,820.74	\$ 7,820.74
2U	SOUTH END SMALL CANOPY TOP (PRESSURE WASH)	Annual	\$ 3,762.41	\$ 3,762.41
2V	NORTH END CANOPY TOP (PRESSURE WASH)	Annual	\$ 7,820.74	\$ 7,820.74
2W	SOUTH END LARGE CANOPY BOTTOM	Annual	\$ 7,398.00	\$ 7,398.00
2X	SOUTH END SMALL CANOPY BOTTOM (INCLUDING ARCHED WINDOWS)	Semi-Annual	\$ 5,812.71	\$ 11,625.42
2Y	NORTH END CANOPY BOTTOM (INCLUDING ARCHED WINDOWS)	Semi-Annual	\$ 2,747.83	\$ 5,495.65
				\$ 225,989.77

Airport Office Building (AOB)

3A	AOB-WASH ALL SIDES ELEVATOR ENCLOSURE AND DOOR GLASS, LVL 5A & 5B	Weekly	\$ 221.94	\$ 11,540.87
3B	AOB-WASH ENTRANCE INTERIOR & EXTERIOR FLOOR DOORS LEVELS 6 & 9	Weekly	\$ 295.92	\$ 15,387.83
3C	WASH INSIDE OF ALL EXTERIOR GLASS IN AOB LEVELS 6 THRU 10	Quarterly	\$ 1,479.60	\$ 5,918.40
3D	AOB WASH OUTSIDE OF ALL EXTERIOR GLASS & SPANDRELITE PANELS	Annual	\$ 15,218.74	\$ 15,218.74
3E	AOB-WASH INTERIOR & EXTERIOR OF BLOCK GLASS AT ALL GARAGE LEVELS	Annual	\$ 2,536.46	\$ 2,536.46
3F	AOB-WASH INTERIOR & EXTERIOR OF BLOCK GLASS AT DOCK AREA	Annual	\$ 528.43	\$ 528.43
3G	AOB-WASH OUTSIDE OF SPANDRELITE PANELS ABOVE LEVEL 5B (EASTSIDE)	Annual	\$ 10,304.35	\$ 10,304.35
				\$ 61,435.08

Administration Connector (A Bridge) Building /Walkway/Customs

4A	ADMIN/CUSTOMS-WASH ALL SIDES OF MOVING WALKWAY GLASS	Weekly	\$ 338.19	\$ 17,586.09
4B	ADMIN/CUSTOMS- ART DISPLAY CASES WASH EXTERIOR GLASS	Weekly	\$ 253.65	\$ 13,189.57
4C	ADMIN/CUSTOMS-WASH BOTH SIDES OF ALL INTERIOR PARTITION GLASS IN CUSTOMS	Weekly	\$ 369.90	\$ 19,234.79
4D	WASH INSIDE OF EXTERIOR GLASS INCLUDING SPANDRELITE WALL PANELS, ADMINISTRATION BLDGCONNECTOR LEVEL (N.TERMINAL LEVEL 6 TO SECURITY)	Weekly	\$ 2,029.16	\$ 105,516.57
4E	ADMIN/CUSTOMS-WASH INTERIOR CLEAR GLASS PANELS ON LEVEL 4 E & W	Weekly	\$ 591.84	\$ 30,775.67
4F	ADMIN/CUSTOMS-WASH ALL SIDES OF ESCALATOR GLASS	Monthly	\$ 507.29	\$ 6,087.49
4G	WASH INTERIOR OF EXTERIOR GLASS CUSTOMS LEVEL (INCLUDE CUSTOMS OFFICE AREA)	Three Times a Year	\$ 3,551.04	\$ 10,653.12
4H	WASH EXTERIOR OF ADMINISTRATION CONNECTOR BUILDING GLASS CLEAR AND SPANDRELITE	Semi-Annual	\$ 4,967.23	\$ 9,934.45
4I	ADMIN/CUSTOMS-WASH EXTERIOR CLEAR GLASS PANELS ON LEVEL 4 E & W	Annual	\$ 3,846.96	\$ 3,846.96
4J	CUSTOMS EXTERIOR E & W CLEAR AND SPANDRELITE PANELS (INCLUDING BRIDGE & ESCALATOR ENCLOSURES)	Annual	\$ 2,367.36	\$ 2,367.36

\$ 219,192.07

Additional Services					
5A	HOURLY RATE FOR ADDITIONAL SERVICES	Per Request	\$	65.00	As Needed
5B	>100' MAN-LIFT RENTAL, HOURLY RATE	Per Request	\$	150.00	As Needed
Level 6 West Security Check Point					
6A	3x GLASS SKY FOLD DOOR IN AND OUT (all glass)	Bi-Weekly		179.66	\$ 4,671.16
6B	OUTER QUE CURTAIN WALL IN AND OUT (all glass)	5x a Week		147.95	\$ 38,467.00
6C	INNER QUE CURTAIN WALL IN AND OUT (all glass)	5x a Week		116.25	\$ 30,225.00
6D	ROLLING DOOR ON INNER QUE CURTAIN WALL (all glass)	5x a Week		73.97	\$ 19,232.20
6E	7x INNER VESTIBULE PARTITION GLASS (all glass)	5x a Week		103.57	\$ 26,928.20
6F	SMOKE GLASS	Monthly		147.95	\$ 1,775.40
6G	LEO ROOMS NORTH AND SOUTH IN AND OUT (INCLUDING DOORS)	Weekly		158.52	\$ 8,243.04
6H	TSA ADMIN OFFICE ALL GLASS IN AND OUT	Weekly		109.91	\$ 5,715.32
6I	TSA ADMIN OFFICE FROSTED GLASS ALL GLASS IN AND OUT	2 X per month		73.97	\$ 1,775.28
6J	TALL EXTERIOR RAILING GLASS STEP SIDE	Weekly		147.95	\$ 7,693.40
6K	TALL EXTERIOR RAILING GLASS OPEN AIR SIDE (all surfaces, a lift may be needed to access some of the glass, equipment rental rates "5B" will be applied as needed.)	Quarterly		2367.35	\$ 9,469.40
6L	TSA SUPERVISOR PODIUM OFFICE BOX NORTH AND SOUTH IN AND OUT	Weekly		73.97	\$ 3,846.44
6M	3x LARGE ESCALATORS STEP AND BACK SIDE	Weekly		253.64	\$ 13,189.28
6N	OUTER ESCALATOR PARTION GLASS IN AND OUT	Quarterly		1183.678	\$ 4,734.71
6O	5TH LEVEL ESCALATOR ENCLOSURE INTERIOR (side of glass over escalator)	Bi-Annual		517.85	\$ 1,035.70
6P	5TH LEVEL ESCALATOR ENCLOSURE EXTERIOR (walk up side of glass on level 5)	3xWeekly		147.95	\$ 23,080.20
				\$	200,081.73
				Annual Cost	\$ 844,126.31

EXHIBIT C

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

A. Certificate Holder and Submission Instructions

Contractor must provide a Certificate of Insurance as follows:

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

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

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

B. Defined Terms

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

C. Coverages and Limits

1. Commercial General Liability

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

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

2. Business Automobile Liability

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

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

- c. If transporting waste, hazardous material, or regulated substances, Contractor shall carry a Broadened Pollution Endorsement and an MCS 90 endorsement on its policy.
 - d. If Contractor does not own any fleet vehicles and Contractor's owners, officers, directors, and/or employees use their personal vehicles to perform services under this Agreement, Contractor shall ensure that Personal Automobile Liability including a Business Use Endorsement is maintained by the vehicle owner, and if appropriate, Non-Owned Auto Liability by the Contractor. This provision does not apply to persons solely commuting to and from the airport.
 - e. If Contractor will be completing all services to DEN under this Agreement remotely and not be driving to locations under direction of the City to perform services this requirement is waived.
3. Workers' Compensation and Employer's Liability Insurance
Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits no less than \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.
 - a. Colorado Workers' Compensation Act allows for certain, limited exemptions from Worker's Compensation insurance coverage requirements. It is the sole responsibility of the Contractor to determine their eligibility for providing this coverage, executing all required documentation with the State of Colorado, and obtaining all necessary approvals. Verification document(s) evidencing exemption status must be submitted with the Certificate of Insurance.
4. Pollution Legal Liability
Contractor shall maintain insurance covering work site operations that are conducted on DEN premises including project management and site supervision duties with a limit no less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate for claims arising out of a pollution condition or site environmental condition.
 - a. Coverage shall include claims/losses for bodily injury, property damage including loss of use of damaged property, defense costs including costs and expenses incurred in the investigation, defense or settlement of claims, and cleanup cost for pollution conditions resulting from illicit abandonment, the discharge, dispersal, release, escape, migration or seepage of any solid, liquid, gaseous or thermal irritant, contaminant, or pollutant, including soil, silt, sedimentation, smoke, soot, vapors, fumes, acids, alkalis, chemicals, electromagnetic fields, hazardous substances, hazardous materials, waste materials, low level radioactive waste, mixed wastes, on, in, into, or upon land and structures thereupon, the atmosphere, surface water or groundwater on DEN premises.
 - b. Work site means a location where covered operations are being performed, including real property rented or leased from the City for the purpose of conducting covered operations.
5. Property Insurance
Contractor is solely responsible for any loss or damage to its real or business personal property located on DEN premises including, but not limited to, materials, tools, equipment, vehicles, furnishings, structures and personal property of its employees and subcontractors unless caused by the sole, gross negligence of the City. If Contractor carries property insurance on its property located on DEN premises, a waiver of subrogation as outlined in Section F will be required from its insurer.
6. Unmanned Aerial Vehicle (UAV) Liability:
If Contractor desires to use drones in any aspect of its work or presence on DEN premises, the following requirements must be met prior to commencing any drone operations:

- a. Express written permission must be granted by DEN.
- b. Express written permission must be granted by the Federal Aviation Administration (FAA).
- c. Drone equipment must be properly registered with the FAA.
- d. Drone operator(s) must be properly licensed by the FAA.
- e. Contractor must maintain UAV Liability including flight coverage, personal and advertising injury liability, and hired/non-owned UAV liability for its commercial drone operations with a limit no less than \$1,000,000 combined single limit each occurrence for bodily injury and property damage.

7. Excess/Umbrella Liability

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

D. Reference to Project and/or Contract

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

E. Additional Insured

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

F. Waiver of Subrogation

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

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

G. Notice of Material Change, Cancellation or Nonrenewal

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

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

H. Cooperation

Contractor agrees to fully cooperate in connection with any investigation or inquiry and accept any formally

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

I. Additional Provisions

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

J. Part 230 and the DEN Airport Rules and Regulations

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

XIII Attachment 9, Performance and Payment Bond

Bond No. 9421783

CITY AND COUNTY OF DENVER
DEPARTMENT OF AVIATION**PERFORMANCE AND PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Kleen-Tech Services, LLC, 7100 Broadway,
Suite 6L, Denver, CO 80221

a corporation organized and existing under and by virtue of the laws of the State of Colorado

hereafter referred to as the "Contractor", and Fidelity and Deposit Company of Maryland

a corporation organized and existing under and by virtue of the laws of the State of Illinois

and authorized to transact business in the State of Colorado, as Surety, are held and firmly bound unto the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, hereafter referred to as the "City", in the penal sum of Two Hundred Fifty Thousand **DOLLARS AND NO CENTS (\$)**,* lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents;

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bounden Contractor has entered into a written contract with the City for furnishing all labor and tools, supplies, equipment, superintendence, materials and everything necessary for and required to do, perform and complete **CONTRACT NO. 202370385**, Denver, Colorado, and has bound itself to complete the project within the time or times specified or pay liquidated damages, all as designated, defined and described in the said Contract and Conditions thereof, and in accordance with the Plans and Technical Specifications therefore, a copy of said Contract being made a part hereof;

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

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

* \$250,000.00

RFB NO. 202370385

DEN Window Cleaning, AOB, HTC Landside Outlying Building

November 21, 2023

PROVIDED FURTHER, that if said Contractor shall at all times promptly make payments of all amounts lawfully due to all persons supplying or furnishing it or its subcontractors with labor and materials, rental machinery, tools or equipment used or performed in the prosecution of work provided for in the above Contract and that if the Contractor will indemnify and save harmless the City for the extent of any and all payments in connection with the carrying out of such Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect;

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

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

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

19th day of March, 2024.

Attest:

By: [Signature]
Secretary

Kleen-Tech Services, LLC

Contractor

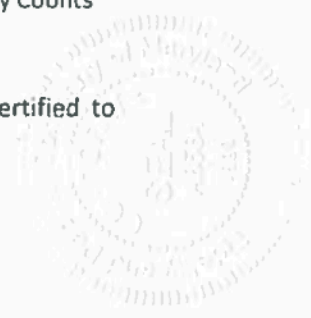
By: [Signature]
President

Fidelity and Deposit Company of Maryland

Surety

By: [Signature]
Attorney-In-Fact Amy Coonts

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



APPROVED AS TO FORM:

APPROVED FOR THE CITY AND COUNTY OF
DENVER

KERRY TIPPER,

City Attorney for the City and County of
Denver

By: _____

Assistant City Attorney



1705 17th Street, Suite 100
Denver, CO 80202
(303) 534-4567

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Ashlea MCCAUGHEY, Jennifer L. CLAMPERT, Nicole L. MCCOLLAM, Amy COONTS, Brandi J. TETLEY, Danielle N. WARING, Michael LISCHER JR., David T. DONDLINGER, Lindsey MINUTILLO **all of Denver, Colorado**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 21st day of December, A.D. 2022.



**ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

State of Maryland
County of Baltimore

On this 21st day of December, A.D. 2022, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Iva Betha
Notary Public
My Commission Expires September 30, 2023



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this _____ day of _____, _____.



MJ Pethick

By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790