

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 **WHAYNE AND SONS ENTERPRISES, INC.**, a corporation incorporated 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 cleaning services at DEN for the food courts located on Concourses A, B, and C Concourses at DEN; 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 cleaning services located at the food courts on A, B, and C Concourses at DEN (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 Airport Maintenance. The relevant Senior Director (the “**Senior Director**”), 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 Senior Director 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 Senior Director. Contractor shall request the Senior Director'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 Senior Director shall have the right to reject any proposed outside subcontractor deemed by the Senior Director to be unqualified or unsuitable for any reason to perform the proposed services. The Senior Director 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 Senior Director or their authorized representative. In the event that replacement of Key Personnel is necessary, the City in its sole discretion shall approve or reject the replacement, if any, or shall determine that no replacement is necessary.

ii. It is the intent of the Parties that all Key Personnel perform their specialty for all such services required by this Agreement. 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 March 1, 2026 and shall expire three (3) years from the commencement date on February 28, 2029, unless terminated in accordance with the terms stated herein (the "**Expiration Date**"). The Term of this Agreement

may be extended for an additional two (2) one year terms, 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 Senior Director, 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 **FOURTEEN MILLION NINE HUNDRED SEVENTY SEVEN THOUSAND TWO HUNDRED EIGHTY DOLLARS and FORTY FOUR CENTS (\$14,977,280.44)** ("**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 AccountsPayableContracts@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.

G. 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 Senior Director or their authorized representative.

H. 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.

I. 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 Senior Director or their authorized representative determines the amount invoiced exceeds the amount owed based upon the work satisfactorily performed. The City shall pay any undisputed items contained in an Invoice. Disputes concerning payments under this provision shall be resolved in accordance with procedures set forth in Section 9.

J. 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 "**Goods and Services Ordinance**"); and any Rules and Regulations promulgated pursuant thereto. The Contractor's Goal Commitment to MWBE participation for this Agreement is 13% as stipulated in the Division of Small Business Opportunity's ("**DSBO**") Commitment to MWBE Participation Form submitted by the Contractor.

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:

- a. If directed by DSBO, the Contractor is required to develop and comply with an approved Utilization Plan (***Exhibit F***) and the requirements therein, in accordance with § 28-129(c), D.R.M.C. Along with the Utilization Plan requirements, the Contractor must establish and maintain records and submit regular reports, as directed by DSBO, which will allow the City to assess progress in complying with the Utilization Plan and achieving the MWBE requirement. The Utilization Plan is subject to modification by DSBO.
- b. 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.

- c. 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.
- d. 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.
- e. 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.
- f. Termination or substitution of an SBE subcontractor requires compliance with § 28-136, D.R.M.C.
- g. Failure to comply with these provisions may subject the Contractor to sanctions set forth in § 28-139 of the DSBO Ordinance.
- h. 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, D.R.M.C. §§ 20-76 through 20-79, including, but not limited to, the requirement that every covered worker working on a City owned or leased building

or on City-owned land shall be paid no less than the prevailing wages and fringe benefits in effect on the Effective Date of this Agreement. (See ***Exhibit D***)

Date bid or proposal issuance was advertised: March 14, 2025

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, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the 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 Senior Director withhold reasonable amounts from billing and the entirety of the final payment until all such requirements are performed to the satisfaction of the Senior Director.

7. PAYMENT AND PERFORMANCE BOND

A. Performance, Payment, and Guarantee Bond satisfactory to the City and County of Denver on the form required by the City, in an amount not less than **One Hundred Thousand Dollars (\$100,000.00)** is required of the Contractor to guarantee that it will perform the work in strict accordance with Agreement Documents and shall pay all debts incurred under this Agreement. The Surety named in the Bond must be authorized to do business in the State of Colorado.

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

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

D. The only acceptable alternative to a Performance, Payment, and Guarantee Bond is an Irrevocable Unconditional Letter of Credit from a local financial institution acceptable to the City and County of Denver in the amount of One Hundred Thousand Dollars (\$100,000.00). Renewal of said Irrevocable Unconditional Letter of Credit during the term and any one-year extensions of the Agreement shall be as set out above with respect to the Performance, Payment, and Guarantee Bond.

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

8. 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.

9. 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.

10. NONDISPLACEMENT OF QUALIFIED WORKERS

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

B. The Contractor shall retain, for ninety (90) day transition employment period, qualified employees who have exercised their right to accept employment with the Contractor as provided in paragraph (a) of this section. During the ninety (90) day transition employment period, the employment period, the Contractor shall not discharge without cause an employee retained pursuant to this section as well as the successor Contractor may determine to provide services with a reduction in the number of workers as compared to its predecessor; provided, however, such successor Contractor must retain the predecessor's workers by seniority within job classifications unless an alternative retention methodology is required by an enforceable collective bargaining

agreement executed prior to the enactment date of this article. (See Denver Revised Municipal Code 58-33) Furthermore the Contractor must maintain a preferential hiring list of covered workers not retained initially by the successor Contractor, from which the successor Contractor must hire from if additional workers become necessary as determined in the successor Contractor's discretion.

For purposes of this section, the term "cause" shall include, but shall include, but not be limited to, the employee's conduct while employed under the predecessor contract that may have contributed to any decision to terminate the predecessor contract. At the end of the ninety (90) day transition employment period, the Contractor shall perform a written performance evaluation for each service employee retained pursuant to this section. If the employee's performance during such ninety (90) day period is satisfactory, the Contractor shall offer the employee continued employment under the terms and conditions established by the Contractor or as required by law; provided, however, nothing in this section shall be construed to create any right or entitlement to continued employment by the Contractor for any particular period of time in excess of the ninety (90) day transition employment period.

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

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

E. In every subcontract entered into in order to perform services under this contract, the Contractor will include provisions that ensure that each subcontractor will honor the requirements of paragraphs (a) through (b) with respect to the employees of a predecessor subcontractor or subcontractors working under this contract, as well as of a predecessor contractor and its subcontractors. The subcontract shall also include provisions to ensure that the subcontractor will provide the contractor with the information about the employees of the subcontractor needed by the Contractor to comply with paragraph (c) above. The Contractor will take such action with respect to any such subcontract as may be directed by the Project Manager as a means of enforcing such provisions, including the imposition of sanctions for non-compliance: provided, however, that if the Contractor, as a result of such direction, becomes involved in litigation with a subcontractor, or is threatened with such involvement, the Contractor may request that the City enter into such litigation to protect the interest of the City. See D.R.M.C. § 58-32, *et seq.*

11. 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.

12. 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 Senior Director.

C. 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.

D. Americans with Disabilities Act (“ADA”). Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA (42 USC § 12101, *et. seq*) and other federal, state, and local accessibility requirements. Contractor shall not discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns may constitute a material breach of this Agreement. If requested by City, Contractor shall engage a qualified disability consultant to review Contractor’s work for compliance with the ADA (and any subsequent amendments to the statute) and all other related federal, state, and local disability requirements, and Contractor shall remedy any noncompliance found by the qualified disability consultant as soon as practicable.

E. 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.

F. 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.

G. 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:

Wayne and Sons Enterprises, Inc.
10515 E. 40th Ave. #103
Denver, CO 80239
ATTN: Richard M. Wayne Jr.
Email Address: rmw@wayneenterprises.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 (FedEx, UPS, or similar service) or package shipping or courier service; or by electronic delivery directed to the person identified above and copied to the Project Manager through the electronic or software system used at the City's direction for any other official communications and document transmittals. Mailed notices shall be deemed effective upon deposit with the U.S. Postal Service and electronically transmitted notices by pressing "send" or the equivalent on the email or other transmittal method sufficient to irretrievably transmit the document. Either party may from time to time designate substitute addresses

or persons where and to whom such notices are to be mailed, delivered or emailed, but such substitutions shall not be effective until actual receipt of written or electronic notification thereof through the method contained in Subsection (E)(ii).

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

H. 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.

I. 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.

J. 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.

K. 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.

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

M. 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.

N. 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.

O. 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.

P. 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 Senior Director 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.

Q. 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.

R. 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.

S. 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.

T. 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.

U. 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.

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

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

vii. Contractor has also committed to a sustainable cleaning program the provisions of which can be found in the Scope of Work Attachment #6.

V. 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 consultants 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.

13. 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 Senior Director or their authorized representative. Any oral presentation or written materials related to DEN shall include only presentation materials, work product, and technical data which have been accepted by the City, and designs and renderings, if any, which have been accepted by the City. Contractor shall notify the Senior Director 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 audit pursuant to this paragraph shall require Parties to make disclosures in violation of state or federal privacy laws. Parties 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. 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.

14. 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.

15. 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.

16. 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.

17. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE:

A. Attachments. This Agreement consists of Section 1 through 18 which precede the signature page, and the following attachments which are incorporated herein and made a part hereof by reference:

- Appendix: Standard Federal Assurances
- Exhibit A: Scope of Work
- Exhibit B: Rates
- Exhibit C: Insurance Requirements
- Exhibit D: Prevailing Wages
- Exhibit F: Utilization Plan
- Exhibit G: Payment Performance Bond

B. Order of Precedence. In the event of an irreconcilable conflict between a provision of Section 1 through 18 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 18 hereof
Exhibit A
Exhibit B
Exhibit D
Exhibit F
Exhibit G
Exhibit C

18. 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:
Contractor Name:

PLANE-202578363-00
WHAYNE AND SONS ENTERPRISES, INC.

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

SEAL**CITY AND COUNTY OF DENVER:**

ATTEST:

By: _____

APPROVED AS TO FORM:

Attorney for the City and County of Denver

By: _____

REGISTERED AND COUNTERSIGNED:

By: _____

By: _____

Contract Control Number:
Contractor Name:

PLANE-202578363-00
WHAYNE AND SONS ENTERPRISES, INC.

By: _____

Signed by:

Richard Wayne

2B0B9A74D2EF408...

Name: Richard Wayne

(please print)

Title: President/CEO

(please print)

ATTEST: [if required]

By: _____

Name: _____

(please print)

Title: _____

(please print)

Appendix

Standard Federal Provisions – (Non-AIP Funded)

GENERAL CIVIL RIGHTS PROVISIONS

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

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

COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS:

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

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

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

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

- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

Contractor is responsible for complying with the Federal Fair Labor Standards Act and for monitoring compliance by its subcontractors. Contractor 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. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Contractor retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any

claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

DEN FOOD COURT CLEANING

EXHIBIT A SCOPE OF WORK

Table of Contents

SECTION 1: GENERAL INFORMATION	3
1.1 Manner of Work	3
1.2 Qualifications	3
1.3 Definitions	3
1.4 Authority of Airport Services	4
1.5 Exclusive Performance.....	5
SECTION 2: STAFFING	5
2.1 Staffing Plan	5
2.2 Equipment Provided by the Contractor	5
2.3 Facilities and Equipment Provided by DEN.....	7
2.4 Storage Space.....	7
2.5 Training	7
2.6 Management Training	8
2.7 Bloodborne Pathogen Safety Program.....	9
SECTION 3: SPECIFICATIONS	9
3.1 Food Court Cleaning Specifications and Work Items.....	9
3.2 Tasks and Frequency	11
3.3 Modifications to the Work Scope of Specifications	11
3.4 Estimated Quantities.....	11
3.5 Additional Services	12
3.6 Safety	12
3.7 Accident Reporting	12
3.8 Airport Security and Airport Security Procedures.....	12
3.9 Employee Conduct.....	13
3.10 Technology	13
SECTION 4: DEDUCTIONS	14
4.1 Non-Performance Deductions	14
4.2 Staffing Deductions	14
4.3 Damage to City Property.....	14

SECTION 5: ENVIRONMENTAL 14

5.1 *Environmental Requirements*14

5.2 *Green Cleaning Standard Operating Procedure*15

5.3 *Packaging and Product Requirements*15

5.4 *Recycling and Composting Support*.....17

5.5 *Waste Disposal*.....18

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. The completion of work shall result in clean food courts areas at all times.

1.2 Qualifications

- 1.2.1 The City and County of Denver ("City") through its 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 janitorial/cleaning services.

1.3 Definitions

- 1.3.1 Airport Maintenance Division: The division of the Department of Aviation that administers and oversees the janitorial services operations for DEN.
- 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 Services ("AS"): Designated employees that have the authority and responsibility for maintaining the compliance of the Contract. The AS shall ensure full compliance with all of the terms and conditions contained within the Contract document, including invoice pricing.
- 1.3.5 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 Maintenance Division.
- 1.3.6 Program Administrator: ("PA"): The authorized representative(s) responsible for day-to-day oversight, compliance, and administration of the services under this Contract. The PA is an employee(s) of the Airport Maintenance Division.

- 1.3.7 Contract Compliance Coordinator (“CCC”): Contract Compliance Coordinators may be appointed as representatives to monitor and inspect the performance of the work. The CCC’s are employees of the Airport Maintenance Division.
- 1.3.8 Department of Aviation: (“DEN” or “Airport”).
- 1.3.9 Custodian I (“CI”): Any employee performing general clean-up duties using equipment that does not require special training: i.e., dust mopping, damp mopping, vacuuming, emptying trash, spray cleaning, washing toilets, sinks, walls, cleaning chairs, etc.
- 1.3.10 Custodian II (“C2”): Any employee performing specialized cleaning duties requiring technical training and the use of heavy and technical equipment, i.e., heavy machine operators, floor strippers and waxers, carpet shampooers, spray buffing, re-lamping, mopping behind machines, high ladder work, chemical stripping and finishing of stainless steel.
- 1.3.11 Custodial Supervisor: An employee of the contractor responsible for the supervision of custodial staff.
- 1.3.12 Lead Worker: An employee of the contractor that performs lead work. The Lead Worker may be tasked with the supervision of custodial staff.
- 1.3.13 Scope of Work: (“SOW”)
- 1.3.14 Non-Performance Deductions: Are monetary deductions from the monthly invoice amount due to the unsatisfactory performance of the work.

1.4 Authority of Airport Services

- 1.4.1 The AS shall always have free access to the Contractor’s materials and work site for the purpose of inspecting compliance with this scope of work. Materials may include safety records, training records, timecard records, etc. These employees shall also have the authority to question the quality, safety, and acceptability of any equipment the Contractor uses to perform these duties.
- 1.4.2 CCC’s may conduct daily inspections of all the work performed and shall have the authority to approve or disapprove such work and require that it be completed satisfactorily. The CCC’s shall have the authority to suspend Contractor work until any questions and/or issues can be resolved by PA.
- 1.4.3 Airport Services is authorized to revoke, alter, or waive any requirements to this scope of work. Scope of work changes/alterations shall be approved in writing by DEN.
- 1.4.4 CCC and PA 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 PA shall work with the

Contractor's Site Manager or designated supervisor when making requests of the Contractor.

- 1.4.5 The Contract Administrator has the authority to interpret any ambiguous language within the scope of work, should any questions arise.

1.5 Exclusive Performance

- 1.5.1 Neither the Contractor nor any of their employees shall perform any outside work at the Airport other than that which is defined herein, except as permitted in writing by the PA. When such other work is approved in writing by the City, it is expressly understood that the needs of the Department of Aviation are to have precedence over any such work. Other work shall not be performed concurrently with the completion of the work described in this scope of work.

SECTION 2: STAFFING

2.1 Staffing Plan

- 2.1.1 The City reserves the right to approve or disapprove of 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 the City prior to changes taking effect. Daily staffing requirements may be increased as determined by the city to support increased passenger level during peak travel season.
- 2.1.2 The Contractor shall provide a complete employee roster to AS, listing the names of all staff to be employed under this Contract. The list shall 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.
- 2.1.3 The contractor shall provide physical time clocks on site for all hourly employees. Time clock data shall be produced monthly to the AS for onsite employee verification. The contractor shall be responsible for the purchase of time clock equipment.
- 2.1.4 The Contractor must have a responsible management contact person available for calls twenty-four (24) hours a day, seven (7) days a week.

2.2 Equipment Provided by the Contractor

- 2.2.1 All the required equipment to perform the work specifications and radios shall be purchased brand new at the commencement of work.
- 2.2.2 Contractor must provide a minimum of four (4) two-way radios. All radios must be compatible with the DEN communication system, no exceptions. Harris XG25 SCAN portable radios are recommended for users on DEN's system, or an approved equivalent compatible with the DEN radio system.

- 2.2.3 Contractor is required, at a minimum, to provide the equipment listed in attachment #2: "Required Tools and Equipment."
- 2.2.4 The City may inspect equipment from time to time to ensure appropriate safety measures are met and may instruct the Contractor to make improvements or revisions. The City 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 may be required to replace any piece of equipment that the City no longer deems satisfactory by mutual agreement. Any approval by the PA 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 Contract.
- 2.2.5 The Contractor shall furnish all equipment, accessories, and tools necessary to perform the work properly as defined. The Contractor shall provide, maintain, repair, and/or replace all necessary custodial tools and equipment. The required equipment list and their specifications can be found in Attachment #2: "Required Tools and Equipment."
- 2.2.6 All equipment required for the performance of work under this contract shall be new. "New" is defined as being purchased new at the beginning of the start of the contract. The equipment must be designated to perform the kind of work described in the specifications at the time the services begin. This list, which can be found in Attachment #2: "Required Tools and Equipment", is the minimum amount of required equipment and is to be used exclusively for the performance of work defined in this contract.
- 2.2.7 Any additional products purchased by the Contractor shall not be reimbursed without written approval from the CA.
- 2.2.8 DEN requires that each piece of equipment (except for small tools such as brooms and dustpans) maintain the original manufacturer's performance specifications or be replaced. Small tools shall be replaced as needed to ensure they are in good working condition.
- 2.2.9 All equipment must be permanently identified and visibly labeled with a unique equipment number.
- 2.2.10 All maintenance records shall be stored in DEN specified electronic database; DEN currently uses SharePoint (DEN will provide access and credentials). The DEN specified database is subject to change at the discretion of DEN. All equipment shall have a maintenance plan to ensure that the equipment is in excellent condition. The equipment shall not be out of service for more than five (5) business days. Replacement equipment shall be made available by the contractor on the sixth (6) business day.
- 2.2.11 Should the Contractor desire to change any equipment from their original selection, the Contractor shall first ascertain that the alternate complies with the required specifications. The Contractor shall then submit a written "request to change" letter to the CA defining the alternate along with the manufacturer's specifications along with an

image of the unit. If the CA determines that the alternate equipment performs as well as the initial selection, then the alternate shall be approved for use.

2.3 Facilities and Equipment Provided by DEN

- 2.3.1 DEN will provide storage space for Contractor equipment, cleaning supplies and other consumables. The Contractor shall be responsible for maintaining the storage space in clean and orderly manner.
- 2.3.2 DEN will provide office space. The Contractor shall be responsible for any costs associated with the use of DEN data such as, but not limited to, Internet and telephone service, and telephone equipment. The provided office space is intended for the management of this contract only. The Contractor is responsible for the cleaning of their office space.
- 2.3.3 DEN may provide parking space in the DEN employee parking lots. Any associated parking cost are the responsibility of the Contractor. Parking spaces and location are subject to availability be the DEN Parking Office.
- 2.3.4 DEN may direct the Contractor to purchase additional equipment. The purchase of any additional equipment must be approved in writing by the CA. Costs for said equipment shall be invoiced to DEN as pass through with no markup. The Contractor shall provide and itemized invoice from the equipment distributor for reimbursement. The Contractor shall be responsible for the maintenance and repairs of said equipment during the entire term of this contract. The equipment shall become property of DEN and shall be left on site upon the termination of the contract.

2.4 Storage Space

- 2.4.1 The Contractor shall store its supplies, materials, and equipment in storage areas and janitorial closets designated by DEN. The Contractor agrees to keep these areas in a neat, orderly, and clean condition at all times and comply with applicable fire regulations.
- 2.4.2 DEN is not responsible in any way for Contractor's supplies, materials, or equipment. Including any Contractor supplies, materials, or equipment in storage areas, janitorial closets, or any other areas where supplies, materials, and equipment are kept that may be damaged or lost by fire, theft, accident, or other circumstances.
- 2.4.3 Janitorial storage rooms must remain closed and be equipped with doors and locks. Locks, if not already installed, will be furnished and installed by DEN.

2.5 Training

- 2.5.1 Training for all employees on items such as safety, equipment, and chemical utilization shall be created and distributed by the Contractor.
- 2.5.2 The Contractor shall provide each employee under this contract with adequate training to perform the work safely and competently.

- 2.5.3 The Contractor shall maintain 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 will be submitted to the PA or his/her representative on a quarterly basis or upon his or her request.
- 2.5.4 The AS staff may attend and monitor training classes from time to time. All training schedules shall be provided to the Airport Services staff monthly.
- 2.5.5 DEN may elect to provide the Contractor with training materials for presentation or distribution. These materials shall remain the sole and exclusive property of DEN and shall not be altered.
- 2.5.6 At a minimum, each employee performing the work shall attend the following classes prior to or within the first two weeks of employment and again each successive six-month period:
 - I. General Orientation (Only for new employee at the time of hire);
 - II. Introduction to Assignments;
 - III. Chemicals (Handling, Safety, Use of);
 - IV. OSHA and Hazmat Training;
 - V. Blood-borne Pathogen Training (must be completed before assignment)
 - VI. Tools and Equipment;
 - VII. General Procedures;
 - VIII. Common Mistakes;
 - IX. Floor Care;
 - X. Waste Disposal- Recycling;
 - XI. Handheld Radio Training (as necessary);
 - XII. DEN All Hazards Training (video, every year);
 - XIII. DEN Tornado Training (video, every year); and
 - XIV. DEN Customer Service (video, every year).

2.6 Management Training

- 2.6.1 On the first business day of each month, the Site Manager or their designee shall provide to the PA a written schedule of training classes to be conducted in the forthcoming month. The schedule shall define the dates, times, locations, and content for each class.
- 2.6.2 In addition to the required training above, managers and supervisors performing oversight shall also attend the following class prior to or within the first two weeks of employment and again each successive six-month period:
 - I. Contractor Supervisory Techniques and Updates

2.7 Bloodborne Pathogen Safety Program

2.7.1 The Contractor shall be responsible for developing and implementing a blood-borne pathogens safety and training program for workers involved with trash removal, or any other activities where the employee has the potential to encounter blood and other bodily fluid. This program will cover all employees potentially exposed to blood and other bodily fluids, with the goal of preventing the transmission of pathogens such as HIV and Hepatitis B. At a minimum, the following items must be included in the training:

- I. Universal Precautions—all human blood and certain bodily fluids are treated as if known to be infectious for human immunodeficiency virus (HIV), hepatitis B virus (HBV), or other blood-borne pathogens;
- II. Medical Evaluations—Contractor will provide employees with medical evaluations and procedures, including the HBV vaccination series and post-exposure evaluation and follow-up;
- III. Explain how to recognize occupational exposure, the symptoms of blood borne diseases, modes of transmission of blood borne pathogens and describe the methods of controlling HBV and HIV transmission;
- IV. Personal Protective Equipment (PPE)—Contractor shall provide employees with appropriate PPE such as gloves, gowns, face shields, masks, and eye protection. PPE must not permit blood or other potentially infectious materials to reach the employee's work clothes, street clothes, undergarments, skin, eyes, mouth, or other mucous membranes; Clean-up procedures including waste storage and disposal and the care of PPE and laundry;
- V. Explain the use and limitations of work practices and PPE;
- VI. Explain the use of labels, signs, and color-coding and the proper response to large spills of blood or bodily fluids; and Surfaces contaminated with blood or other bodily fluids shall be cleaned and rinsed with an U.S. Environmental Protection Agency EPA approved, hospital grade, and phenolic-based disinfectant cleaner;
- VII. Personnel with open sores or cuts will not be involved with cleanup activities

SECTION 3: SPECIFICATIONS

3.1 Food Court Cleaning Specifications and Work Items

3.1.1 The Contractor shall meet the following expectations:

- I. The Custodial Supervisor shall make sufficient daily inspections to ensure the work is performed as specified to ensure a clean food court at all times.
- II. The Custodial Supervisor shall provide a copy of all shift inspection reports to the PA each day. The intent of the shift inspection report is to ensure a clean handoff of facilities from one shift to another. The shift inspection report shall be in a

checklist formant. The PA or other employees of the AOSG may also perform daily inspections of Contractor's work.

- III. Custodial staff shall be present in each food court location at all times. Breaks and lunches shall be staggered to ensure continuity of services through all three shifts, seven days per week.
- IV. The contractor shall maintain all trash hauling tilt carts and trash hauling barrels in a clean odor free condition at all times to minimize foul odors inside the facility.

3.1.2 Cleaning specifications:

- I. Cleaning of tables: Custodial staff shall use a microfiber cloth and cleaning solution to wipe down tabletops, legs and bases.
- II. Cleaning of chairs: Custodial staff shall use a microfiber cloth and cleaning solution to wipe down chairs, legs and bases.
- III. Windowsill cleaning: Windowsills shall be wiped down with a microfiber cloth and cleaning solution regularly during all three (3) shifts. Windowsills shall be free of food, dust, liquids, etc. at all times.
- IV. Wipe down walls: Walls shall be clear of smudges, food, liquids, etc. at all times.
- V. Spot clean glass: Glass surfaces shall be clear of smudges, food, liquids, etc. at all times.
- VI. Empty trash and recycling receptacles: Custodial staff shall empty the trash and recyclable receptacles continuously during all three (3) shifts to prevent overflow of receptacles. Custodial staff shall install a new trash/recyclable liner each time the receptacles are trash/recyclable receptacles are emptied.
- VII. Clean trash and recyclable receptacles: Custodial staff shall use a microfiber cloth and cleaning solution to wipe down lids, doors, and all surfaces.
- VIII. Sweep floors: Custodial staff shall maintain the floors free of trash, food, dust, dirt, etc. at all times.
- IX. Mop floors: Custodial staff shall use a mop and mop bucket (or approved equivalent) to maintain a clean floor at all times.
- X. Food and drink spills: Custodial staff shall quickly clean up all food or drink spills.
- XI. Machine scrub floors: Custodial staff shall move furniture (as applicable) within the food court areas to allow for the scrubbing of floors. Floors shall be scrubbed with a floor care machine as specified in the required equipment list.

3.2 Tasks and Frequency

- 3.2.1 The task and frequency table below is intended to serve as a base for the services to be provided. The tasks and frequencies shall increase as needed to ensure the cleanest food court facility possible.

Task	Frequency
Clean tables, including legs/base	Continuous to ensure cleanliness
Clean down chairs, including legs/base	Continuous to ensure cleanliness
Clean windowsills	Continuous to ensure cleanliness
Spot cleans glass	Continuous to ensure cleanliness
Wipe down walls	Continuous to ensure cleanliness
Empty trash receptacles	Continuous to prevent overflowing
Empty recyclable receptacles	Continuous to prevent overflowing
Clean trash receptacles	Continuous to ensure cleanliness
Clean trash receptacles	Continuous to ensure cleanliness
Sweep floors	Continuous to ensure cleanliness
Mop floors	Continuous to ensure cleanliness
Cleanup food/drink spills	As discovered
Machine scrub floors	Daily, preferably at night (day usage shall be coordinated with AOS)

3.3 Modifications to the Work Scope of Specifications

- 3.3.1 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 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.
- 3.3.2 Scope of work modifications shall not increase the overall contract maximum amount and may impact on the ability to execute future contract options to extend.

3.4 Estimated Quantities

- 3.4.1 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 may equal the estimate. It is the intent of this Contract that the City shall be supplied with more or less of the services outlined herein according to actual needs.

3.5 Additional Services

- 3.5.1 The Contractor may also perform services, hereinafter referred to as "Additional Services," which relate to the subject matter of this Contract, but which the PA determines to be not described in the Scope of Work or in excess of the Scope of Work.
- 3.5.2 All work performed as "Additional Services" hereunder shall be done in accordance with the Contractor's performance standards for work under this Contract.
- 3.5.3 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 CA. 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 amount set forth in the Contract.

3.6 Safety

- 3.6.1 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 PA or their representative on a quarterly basis or upon their request.

3.7 Accident Reporting

- 3.7.1 The Contractor shall promptly notify the PA 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.
- 3.7.2 The Contractor shall immediately notify the MCC, CA, or the CCC, on-duty, of any accidents involving bodily injury to workers, building occupants, passengers, equipment, or other persons via radio or phone. Outside of normal business hours (Before 8 am and after 5 pm) the on-duty PA and/or the CCC will ensure that the CA is notified as well. The Contractor shall provide written notification within 24 hours to the CA, in writing and on forms developed by the Contractor for this purpose.

3.8 Airport Security and Airport Security Procedures

- 3.8.1 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.

- 3.8.2 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 their 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.
- 3.8.3 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.
- 3.8.4 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.

3.9 Employee Conduct

- 3.9.1 The Contractor shall be responsible for the neat appearance, courtesy, efficiency, and conduct of all the Contractor's personnel at all times.
- 3.9.2 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 a person is deemed to be unfit by the PA to carry out the duties of the position to which the Contractor intends to assign or has assigned such an individual, the individual may not be approved to perform work under this Contract.
- 3.9.3 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.
- 3.9.4 The Contractor shall remove any person under the control of the contract or contractor from the Airport at the City's request.
- 3.9.5 All employees must be in their assigned work areas, ready for work, at the start of their assigned shift and until the designated end of their shift, they are relieved by their assigned shift replacement or released for a designated break.

3.10 Technology

3.10.1 Contractor shall implement Connecteam, their all-in-one-mobile platform to support quality control, employee training, communication, scheduling, and task management. Supervisors shall utilize the system to assign work, conduct and track inspections, deliver video training, and respond to issues in real time using mobile devices such as phones or tablets. Connecteam also has the capacity to perform the following minimum functions.

- I. Mobile training library – allows supervisors access to SOP’s, safety protocols, and refresher materials
- II. Equipment Management- includes Inventory tracking, maintenance scheduling, repair workflow, and team communication.

SECTION 4: DEDUCTIONS

4.1 Non-Performance Deductions

4.1.1 Insufficient Equipment—The Contractor may be subject to a two hundred fifty-dollar deduction (\$250.00) per day per piece of equipment that is not present at a job site, as required by the minimum equipment required by this Contract. An exception to the equipment deduction may be approved for Autonomous equipment with the submittal of proper repair documentation.

4.2 Staffing Deductions

4.2.1 The Contractor must have agreed-upon staffing that is dedicated to work on-site under this Contract throughout the term of the Contract. Failure to provide the required 95% daily staffing requirement, evaluated every month, will result in a **15%** deduction from the total monthly management fee.

4.3 Damage to City Property

4.3.1 The Contractor shall submit a written report of any damages to the building, furniture, fixtures, or equipment caused by its employee within twenty-four (24) hours of the incident. The City reserves the right to deduct the amount for the cost of repair or replacement from the Contractor’s monthly invoices.

SECTION 5: ENVIRONMENTAL

5.1 Environmental Requirements

5.1.1 The Contractor and any subcontractors must comply with all environmental requirements. These requirements include all applicable airport, city, state, and federal rules and regulations.

- 5.1.2 Airport environmental requirements are located in Part 180 of the Denver Municipal Airport System Rules and Regulations available at.

http://www.flydenver.com/about/administration/rules_regulations.

- 5.1.3 DEN has the stated goal of becoming the most sustainable airport in the world. To achieve this lofty goal, our key partners have to be fully invested and be a core contributor to reaching these ambitions. Some of the motivations and potential benefits include reduced operating costs, increased worker safety in handling hazardous chemicals, improved air quality, less material sent to landfill, and enhanced public image. Contractors should use certified sustainable products whenever available, modify operations to embrace sustainability, and embark on continuous improvement efforts to be improving their performance in this regard on a regular basis.

5.2 Green Cleaning Standard Operating Procedure

- 5.2.1 The Contractor must create and follow set of guidelines of a “Green Cleaning Standard Operating Procedure” (GCSOP) that governs the overall provision of janitorial services. The GCSOP must address cleaning tasks, the selection and stocking of chemical products, safe chemical use and handling, waste diversion and disposal, equipment operation and maintenance, communications protocols, worker safety, training and awareness, public and customer safety, inspections, and reporting and recordkeeping.
- 5.2.2 The format and content of these procedures should follow the proposed Green Seal Environmental Standard for Cleaning Services (<https://greenseal.org/programs/cleaning-services/>) and meet Leadership in Energy & Environmental Design (LEED) Green Policy and Program Plan requirements (<http://www.usgbc.org/leed>).

5.3 Packaging and Product Requirements

- 5.3.1 Products should be provided in reusable, refillable, and/or recyclable containers to minimize waste generation and disposal. Reusable and refillable are heavily preferred.
- 5.3.2 Product containers should be comprised of the highest post-consumer recycled content possible that is cost-effective.
- 5.3.3 Products should be available in concentrated form (less than 20% water by weight).
- 5.3.4 The Contractor remains the owner of all the chemical products it specifies, procures, uses, and stores at the work site. Upon the completion of service or termination for any reason, the Contractor must remove and take possession of all remaining stock of chemicals including partial packages.

5.3.5 Products and services with the following characteristics are prohibited from procurement and use under this contract due to the negative impact their continued broad use may have on worker and public health:

- I. Combination cleaner-disinfectants;
- II. Products which liberate ammonia (CAS 7664-41-7);
- III. Products containing 2-butoxyethanol or 2-butoxyethanol acetate (CAS 111-76-2 and CAS 112-07-2);
- IV. Products containing ethanolamine (CAS 141-43-5);
- V. Products containing phosphates or phosphates in excess of 0.5% phosphorous by weight;
- VI. Products which at their least dilute working strength have a pH of less than 2.0 or greater or than 12.5;
- VII. Products containing more than 20% VOCs by weight; and
- VIII. Products meeting the definition of a RCRA Hazardous in their least dilute working strength.

5.3.6 The following products are prohibited for use at DEN under this contract:

- I. Products containing persistent bio-accumulative toxic compounds;
- II. Aerosol products;
- III. Products containing asbestos;
- IV. Products containing known carcinogens, mutagens, and teratogens;
- V. Products containing more than 0.1% of: alkylphenol ethoxylates, paradichlorobenzene, 1,4-dioxane, nitrilotriacetic acid, or sodium ethylenediamine tetra acetic acid;
- VI. Halogenated compounds with an Ozone Depletion Potential of greater than 0.01;
- VII. Products with a flashpoint of less than 100°F;
- VIII. Products which have a high risk of causing spontaneous combustion;
- IX. Products which are strong chemical oxidizers;
- X. Products containing chemical compounds deemed by the Denver Department of Environmental Health to present an undue risk to human health or the environment in their use or disposal; and
- XI. Products listed in Table 1.

Table 1: Prohibited Chemicals and Compounds			
	Chemical Name	CAS Number	Comments
1	Arsenic	7440-38-2	
2	Arsenic, compounds of	various	
3	Barium, compounds of	various	not including alloys
4	Cadmium, compounds of	various	not including alloys
Table 1: Prohibited Chemicals and Compounds			
	Chemical Name	CAS Number	Comments
5	Carbon tetrachloride	56-23-5	

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

- 5.3.7 The Contractor must submit documentation, within 30 days of contract notice to proceed, that all procured products and services do not contain any of the prohibited items listed above.
- 5.3.8 All chemical containers shall retain the original label that must define the instructions for use of the chemicals and any pertinent warnings and safety instructions. All chemicals used must have the manufacturer's quality control batch numbers included on cases or containers.
- 5.3.9 Chemical solutions may be issued to janitorial workers in clearly labeled secondary containers. These containers shall be labeled with the container contents such as "Germicide Detergent." The CA or PA may require additional secondary container label criteria during the term of this contract.

5.4 Recycling and Composting Support

- 5.4.1 DEN has established waste diversion goals in order to minimize the amount of trash that the airport sends to the landfill. Recycling and composting are critical components of our waste diversion efforts, but the success of the program depends greatly upon the Contractor's support.
 - 5.4.2 All janitorial support staff must be trained on and comply with the DEN Recycling and Composting Program. Initial training for new hires as well as annual retraining is required, as per the Waste No More City and County of Denver regulations. DEN Sustainability is available to provide content and support for the creation of these trainings.
 - 5.4.3 The Contractor is responsible for the collection and proper disposal of recycling and compostable organic material in their assigned area within the concourse food courts. DEN may add recycling and compost collection locations to this list through the term of the contract at no charge to DEN. Plastic bags, disposable gloves, and other contaminants are not allowed in recycling or compost containers. The Contractor will empty the contents of recycling bags into the appropriate containers and then throw the plastic bags into the trash containers. Compostable bags may be thrown directly into compost containers. The Contractor will be responsible for the purchase of compostable bags (as applicable).
 - 5.4.4 DEN will designate specific areas for concessionaires to dispose of their compost. Concessionaires shall be responsible for moving the compost from these staging areas to designated compost pick-up areas on the loading dock or ramp levels.
 - 5.4.5 DEN Environmental along with the CA and the Contractor will continually evaluate and discuss ideas, in monthly meetings, on how to improve the recycling and composting programs at DEN.
- 5.5 Waste Disposal
- 5.5.1 The Contractor shall obtain appropriate disposal transport containers and will be solely responsible for the coordination of all disposal activities. The number, size, location, replacement, etc. of transport containers may be determined by the Contractor as long as there is a timely and appropriate disposal of waste, recyclable, and compostable material.
 - 5.5.2 Contractor personnel should avoid the use of public elevators for the transportation of large transport containers. These types of containers shall only be transported in designated freight elevators.

- 5.5.3 The Contractor will be responsible for all costs associated with the disposal of all wastes generated at DEN as a result of the Contractor’s environmental noncompliance activities.
- 5.5.4 No materials will be allowed to enter Denver’s storm water sewer system.
- 5.5.5 Only those products suitable for discharge via the sanitary system will be considered allowable discharges. All sanitary sewer discharges must comply with the Denver Revised Municipal Code Section 56-102, Part 180 of the Denver Municipal Airport System Rules and Regulations, Metro Wastewater Rules and Regulations, along with any other applicable federal, state, or local regulations.
- 5.5.6 The disposal of any hazardous waste on City property is prohibited. All hazardous waste must be disposed of offsite at an appropriately permitted facility. It shall be the Contractor’s responsibility to determine any associated or potential cost for hazardous waste disposal compliance. Staff that interact with Hazardous waste should be trained annually on proper protocols.
- 5.5.7 Solid waste that exhibits no hazardous characteristics or no contamination by regulated substances may be disposed of responsibly in available on-site City trash receptacles or dumpsters.
- 5.5.8 The Contractor must monitor the status of all recycling and trash receptacles in the work area to ensure that the areas are meeting good housekeeping standards.
- 5.5.9 The Contractor shall notify DEN’s Maintenance Control Center via established computerized notification system, and the AOSG of any observed issues with recycling and trash receptacle such as non-functional equipment or leakage. DEN currently uses the “SeeSay” application, the electronic notification system is subject to change at the discretion of DEN. When calling DEN’s Maintenance Control to report a defective compactor, the Contractor will give the name of calling employee, date, time, location (nearest gate #), nature of the problem and efforts made to correct the problems. The Contractor shall notify the AOSG of their observations. The Contractor shall also assist the AOSG in identifying responsible parties (company name, personnel name, description, etc.) for non-compliance with the proper handling and disposal of wastes at DEN.
- 5.5.10 The following is a list of recycling and trash compactor locations is subject to change throughout the term of the contract:

Trash Compactors	Recycling Compactors	Compost toters (all on ramp)
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A17	A17	A25
A25	A25	A32
A32	A38	A41
A41	B16	B24
A46	B24 (ramp)	B30
B16	B36	B36
B24	B62	B38
B24 (two rollofs ,not compactors, on ramp)	C31 (ramp)	B39
B32	C41	B44
B39	C56	B52
B44	C62	B80
B52		C29
B62		C38
B81		C41
C32		
C38		
C46		

Exhibit B Pricing			
Monthly and annual management fees. The management fee will cover the Contractors management related costs including but not limited to on-site management salaries (non-supervisory roles), equipment, equipment maintenance, cleaning supplies, uniforms, and other overhead costs. DEN shall be billed for actual hours worked at the applicable prevailing wage rate. The billable hourly rate shall be the base hourly rate plus the single fringe.			
Contract Year	Monthly Price Before Reduction	Monthly Price After Reductions (After A Concourse Food Court Closure)	Annual Increase
Year 1	\$ 57,550.92	\$ 51,175.56	***
Year 2	\$ 61,464.38	\$ 54,655.50	6.80%
Year 3	\$ 64,537.60	\$ 57,388.27	5.00%
Year 4	\$ 67,764.48	\$ 60,257.69	5.00%
Year 5	\$ 71,152.71	\$ 63,270.57	5.00%

Contract year	Months of full staffing	Annual Price	Months of reduced staffing	Price	Total Annual Price
Year 1	9	\$ 517,958.28	3	\$ 153,526.68	\$ 671,484.96
Year 2	0	\$ -	12	\$ 655,866.00	\$ 655,866.00
Year 3	0	\$ -	12	\$ 688,659.24	\$ 688,659.24
Year 4	0	\$ -	12	\$ 723,092.28	\$ 723,092.28
Year 5	0	\$ -	12	\$ 759,246.84	\$ 759,246.84

EXHIBIT C

CITY AND COUNTY OF DENVER INSURANCE REQUIREMENTS FOR DEPARTMENT OF AVIATION PROFESSIONAL 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: DENCOI@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 location” 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/or 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. 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.
5. Professional Liability (Errors and Omissions) Insurance
Contractor shall maintain a minimum limit of \$1,000,000 each claim and annual policy aggregate, providing coverage for all applicable professional services outlined in this Agreement.
6. Technology Errors and Omissions
Contractor shall maintain a minimum limit of \$1,000,000 per occurrence and \$1,000,000 annual policy aggregate including cyber liability, network security, privacy liability and product failure coverage.
 - a. Coverage shall include, but not be limited to, liability arising from theft, dissemination and/or use of personal, private, confidential, information subject to a non-disclosure agreement, including information stored or transmitted, privacy or cyber laws, damage to or destruction of information, intentional and/or unintentional release of private information, alteration of information, extortion and network security, introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer related property and the data, software, and programs thereon, advertising injury, personal injury (including invasion of privacy) and intellectual property offenses related to internet.
7. 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 per occurrence for bodily injury and property damage.

8. 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.

If Contractor and its employees performing services under this Agreement are domiciled in a monopolistic state this requirement shall not apply to Workers' Compensation policy(ies) issued by a state fund. However, Contractor understands any subrogation against the City from its state-funded Workers' Compensation insurer arising from a claim related to this Agreement shall become the responsibility of the Contractor under Section 14.01 Defense and Indemnification of this Agreement subject to the terms, conditions and limitations therein.

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.

K. Applicability of ROCIP Requirements

The City and County of Denver and Denver International Airport (hereinafter referred to collectively as "DEN") has arranged for certain construction activities at DEN to be insured under an Owner Controlled Insurance Program (OCIP) or a Rolling Owner Controlled Insurance Program (ROCIP) (hereinafter collectively referred to as "ROCIP"). A ROCIP is a single insurance program that insures DEN, the Contractor and subcontractors of

any tier, and other designated parties (Enrolled Parties), for work performed at the Project Site. **Contractor is NOT eligible for or provided insurance coverage under a ROCIP program. Contractor must provide its own insurance as specified in this Agreement. If Contractor is assigned work to be conducted within a ROCIP Project Site it must comply with the provisions of the DEN ROCIP Safety Manual, which is part of the Contract Documents and which is linked below to the most recent manual.**

[DEN ROCIP Safety Manual](#)

DEN is additionally providing links to the DEN ROCIP Insurance Manual and the DEN ROCIP Claims Guide solely for Contractor's information.

[DEN ROCIP Insurance Manual](#)

[DEN ROCIP Claims Guide](#)

Notice of Change to ROCIP: DEN reserves the right to assign work per task order to a specific ROCIP program, if more than one is active, as well as terminate or modify a DEN ROCIP or any portion thereof. Further, dependent on factors including, but not limited to, the official timing and duration of the ROCIP project for which services are provided or related to under this Agreement, DEN may need to transition from one ROCIP program to another and introduce corresponding requirements for contractors. DEN will provide Contractor notice of changes regarding a ROCIP program as applicable to Contractor's work or responsibilities under the ROCIP Safety Manual.

EXHIBIT D



TIMOTHY M. O'BRIEN, CPA
AUDITOR

201 West Colfax Avenue, #705 • Denver, Colorado 80202
(720) 913-5000 • Fax (720) 913-5253 • denvergov.org/auditor

City and County of Denver

2025 Prevailing Wage Administrator Schedule

TO: All Users of the City and County of Denver Prevailing Wage Schedules
FROM: Luis Osorio Jimenez, Prevailing Wage Administrator
DATE: March 13, 2025
SUBJECT: Latest Change to Prevailing Wage Schedules

Please find an attachment of the current Prevailing Wage Schedule issued in accordance with the City and County of Denver's Revised Municipal Code, Section 20-76(c) and its recent amendment for the creation of the Prevailing Wage Administrator. This schedule does not include the Davis-Bacon rates. The Davis-Bacon wage rates will continue to be published separately as they are announced. The new updated Wages will now be named Prevailing Wage Administrator Wages (PWA) as per the amendment of the Ordinance.

Modification No. 174

Publication Date: March 13, 2025

(13 pages)

Unless otherwise specified in this document, apprentices shall be permitted only if they are employed pursuant to, and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor. The employer and the individual apprentice must be registered in a program, which has received prior approval by the U.S. Department of Labor. Any employer who employs an apprentice and is found to be in violation of this provision shall be required to pay said apprentice the full journeyman scale. These Wages have been adjusted to reflect Denver Minimum Wage increase of \$18.81 per hour enacted on January 1st, 2025.

EXHIBIT D

APPLIANCE MECHANIC

Effective Date: 3-12-2025

Last Revision: 2-4-2025

CLASSIFICATION	BASE WAGE/ HOUR	FRINGES/HOUR
APPLIANCE MECHANIC	\$24.44	\$7.62

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

The Appliance Mechanic installs, services and repairs stoves, refrigerators, dishwashing machines, exercise equipment and other electrical household or commercial appliances, using hand tools, test equipment and following wiring diagrams and manufacturer's specifications. The position also is responsible for the maintenance of tunnel carwash systems but not the install, that belongs to the Millwright position. Responsibilities include: connects appliance to power source and test meters, such as wattmeter, ammeter, or voltmeter, observes readings on meters and graphic recorders, examines appliance during operating cycle to detect excess vibration, overheating, fluid leaks and loose parts, and disassembles appliances and examines mechanical and electrical parts. Additional duties include traces electrical circuits, following diagram and locates shorts and grounds, using ohmmeter, calibrates timers, thermostats and adjusts contact points, and cleans and washes parts, using wire brush, buffer, and solvent to remove carbon, grease and dust. Replaces worn or defective parts, such as switches, pumps, bearings, transmissions, belts, gears, blowers and defective wiring, repairs and adjusts appliance motors, reassembles appliance, adjusts pulleys and lubricates moving parts, using hand tools and lubricating equipment.

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

BUILDING ENGINEER

Effective Date: 3-12-2025

Last Revision: 2-4-2025

CLASSIFICATION	BASE WAGE/ HOUR	FRINGES/HOUR
BUILDING ENGINEER	\$35.04	\$8.65

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

EXHIBIT D

CONVEYANCE SYSTEM MAINTENANCE SERIES

Effective Date: 3-12-2025

Last Revision: 2-4-2025

CLASSIFICATION	BASE WAGE/ HOUR	FRINGES/HOUR
ENTRY-SUPPORT MECHANIC	\$26.52	\$7.86
MACHINERY MAINTENANCE MECHANIC	\$29.39	\$8.19
CONTROLS SYSTEM TECHNICIAN	\$35.77	\$8.93

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

This classification was previously listed as Baggage Handling System Maintenance. The title of the series has been changed to be inclusive of other types of similar work.

Entry Support Mechanic

The Entry Support Mechanic (ESM) applies basic mechanical knowledge to perform maintenance and operational tasks on a conveyance system. Under supervision of a Machinery Maintenance Mechanic (MMM) or Control Systems Technician (CRO), the ESM performs cleaning, routine inspections, preventive, corrective and emergency maintenance based on an established maintenance program. The ESM clears jams and faults and may physically move items during failures.

Machinery Maintenance Mechanic

The Machinery Maintenance Mechanic (MMM) applies advanced mechanical knowledge to perform maintenance and operational tasks on a conveyance system. Performs cleaning of all parts of the system, routine inspections, preventive maintenance, corrective maintenance, and emergency maintenance within the system based on an established maintenance program. The MMM shall inspect all equipment for proper operation and performance including but not limited to conveyors, lifts, diverters and automatic tag readers. The MMM troubleshoots, repairs, replaces, and rebuilds conveyor components including but not limited to; motors, gearboxes, bearings, rollers, sheaves, hydraulic systems, conveyor belting, clutch brakes, tools, independent carrier systems, and other complex devices using basic hand tools, power tools, welders and specialized tools. The MMM may assist the Control Systems Technician (CST) with clearing electrical faults and electrical repairs. The MMM reads and interprets manufacturers' maintenance manuals, service bulletins, technical data, engineering data, and other specifications to determine feasibility and method of repairing or replacing malfunctioning or damaged components. The MMM clears jams and faults in the system and may physically move items during failures. The MMM will operate a Central Monitoring Facility/Control Room, these duties include; using multiple computer systems for monitoring the system and running reports, communicating faults in the system using a radio and telephone, and communicating with stakeholders. The MMM performs on-site training of ESM.

EXHIBIT D

Controls System Technician

The Control Systems Technician (CST) applies advanced technical knowledge to perform maintenance and operational tasks on a conveyance system. Performs all duties assigned to an MMM in addition to the following routine inspections, preventive maintenance, corrective maintenance, and emergency maintenance of complex components within the system based on an established maintenance program. The CST is responsible for resolving difficult controls, electrical and mechanical problems. The CST troubleshoots, repairs, replaces, and rebuilds complex electro-mechanical systems and conveyor components including but not limited to; programmable logic controllers, input and output modules, electrical switches, variable frequency drives, 110V AC and 24V DC controls devices, automatic tag readers, electrical control panels, 110V - 480V AC components and motors, gearboxes, bearings, rollers, sheaves, hydraulic systems, conveyor belting, clutch brakes, tools, independent carrier systems, and other complex devices using basic hand tools, power tools, welders and specialized mechanical and electrical tools. The CST reads and interprets manufacturers' maintenance manuals, service bulletins, technical data, engineering data, and other specifications to determine feasibility and method of repairing or replacing malfunctioning or damaged components. The CST clears mechanical, electrical and controls faults, jams and may physically move items during failures. The CST performs on-site training and competency evaluations of MMM and ESM.

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

CUSTODIANS

Effective Date: 3-12-2025

Last Revision: 2-4-2025

CLASSIFICATION	BASE WAGE/ HOUR	FRINGES/HOUR
CUSTODIAN I	\$22.03	\$8.60 (Single) \$9.08 (Plus One Child[ren]) \$9.64 (Plus One-Spouse) \$11.23 (Family)
CUSTODIAN II	\$22.38	\$8.67 (Single) \$9.14 (Plus One-Child[ren]) \$9.71 (Plus One-Spouse) \$11.30 (Family)

Benefits and Overtime

Parking	With valid receipt from approved parking lot, employees are reimbursed the actual monthly cost of parking.
RTD Bus Pass	Employer will provide employees with the Bus Pass or pay (\$0.32) per hour for travel differential.
Shift Differential	2nd shift (2:30 p.m.-10:30 p.m.): \$.50/hour 3rd shift (10:31 p.m.-6:30 a.m.): \$1.00/hour

EXHIBIT D

Overtime Time worked in excess of seven and one-half (7 ½) hours in one (1) day or in excess of thirty-seven and one-half (37 ½) hours in one week shall constitute overtime and shall be paid for at the rate of time and one-half (1 ½) at the employee's basic straight time hourly rate of pay.

Lunch Any employee working seven and a half (7 ½) hours in a day is entitled to a thirty (30) minute paid lunch.

Note ****The effective date is provided following industry standards established by the PW Administrator & the CBA negotiated by SEIU Local 105. The previously approved terms adopted by the Career Service Board in their Public Hearing on March 15, 2007 in regards to contractors providing fringe benefits or a cash equivalent at no less than single rate amount will still be enforced by the Administrator.***

The Career Service Board in their public hearing on March 15, 2007, approved to amend prevailing wages paid to the Custodian as follows: "All contractors shall provide fringe benefits or cash equivalent at not less than the single rate amount. Contractors who offer health insurance shall provide an employer contribution to such insurance of not less than the 2-party or family rate for any employee who elects 2-party or family coverage. Contractors who offer such coverage will be reimbursed for their employer contributions at the above rates under any City contract incorporating this wage specification."

Custodian I

Any employee performing general clean-up duties using equipment that does not require special training: i.e., dust mopping, damp mopping, vacuuming, emptying trash, spray cleaning, washing toilets, sinks, walls, cleaning chairs, etc.

Custodian II

Any employee performing specialized cleaning duties requiring technical training and the use of heavy and technical equipment, i.e., heavy machine operators, floor strippers and waxers, carpet shampooers, spray buffing, re-lamping, mopping behind machines, high ladder work, chemical stripping and finishing of stainless steel.

DIA OIL & GAS

Effective Date: 3-12-2025

Last Revision: 2-4-2025

CLASSIFICATION	BASE WAGE/ HOUR	FRINGES/HOUR
DERRICK HAND/ROUSTABOUT	\$18.81	\$6.92
ELECTRICIAN	\$29.02	\$8.15
ECHANIC	\$29.18	\$8.17
PIPEFITTER	\$30.93	\$8.37
RIG/DRILL OPERATOR	\$24.71	\$7.65

EXHIBIT D

TRUCK DRIVER

| \$25.53

\$7.75

Heavy Equipment Mechanic (Mechanic)

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

Pipefitter

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

Well Driller (Rig/Drill Operator)

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

Laborer (Derrick Hand/Roustabout)

The Laborer performs tasks that require mainly physical abilities and effort involving little or no specialized skill or prior work experience. The following tasks are typical of this occupation: The Laborer loads and unloads trucks, and other conveyances, moves supplies and materials to proper location by wheelbarrow or hand truck; stacks materials for storage

EXHIBIT D

or binning, collects refuse and salvageable materials, and digs, fills, and tamps earth excavations, The Laborer levels ground using pick, shovel, tamper and rake, shovels concrete and snow; cleans culverts and ditches, cuts tree and brush; operates power lawnmowers, moves and arranges heavy pieces of office and household furniture, equipment, and appliance, moves heavy pieces of automotive, medical engineering, and other types of machinery and equipment, spreads sand and salt on icy roads and walkways, and picks up leaves and trash.

Truckdriver

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

ELEVATOR MECHANIC

Effective 1-18-2018, the Elevator Mechanic classification will utilize the base pay and fringe benefits for the Elevator Mechanic classification under the **Davis Bacon Building Wage Determination**.

FINISHER & JOURNEYMAN

TILE, MARBLE, AND TERRAZZO

Effective Date: 3-12-2025

Last Revision: 2-4-2025

CLASSIFICATION	BASE WAGE/ HOUR	FRINGES/HOUR
TILE FINISHER	\$26.13	\$8.91
TILE SETTER	\$32.08	\$8.91

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

Tile Setter: Applies to workers who apply tile to floors, walls, ceilings, stair treads, promenade roof decks, garden walks, swimming pools and all places where tiles may be used to form a finished surface for practical use, sanitary finish or decorative purpose.

FIRE EXTINGUISHER REPAIRER

Effective Date: 3-12-2025

Last Revision: 2-4-2025

CLASSIFICATION	BASE WAGE/ HOUR	FRINGES/HOUR
FIRE EXTINGUISHER REPAIRER	\$21.14	\$7.24

The Fire Extinguisher Repairer performs the following duties: repairs and tests fire extinguishers in repair shops and in establishments, such as factories, homes, garages, and

EXHIBIT D

office buildings, using hand tools and hydrostatic test equipment, this repairer dismantles extinguisher and examines tubing, horns, head gaskets, cutter disks, and other parts for defects, and replaces worn or damaged parts. Using hand tools, this repairer cleans extinguishers and recharges them with materials, (such as soda water and sulfuric acid, carbon tetrachloride, nitrogen or patented solutions); tests extinguishers for conformity with legal specifications using hydrostatic test equipment and may install cabinets and brackets to hold extinguishers.

EXHIBIT D

FUEL HANDLER SERIES

Effective Date: 3-12-2025

Last Revision: 2-4-2025

CLASSIFICATION	BASE WAGE/ HOUR	FRINGES/HOUR
FUEL FACILITY OPERATOR	\$23.41	\$7.50
LEAD FUEL FACILITY OPERATOR	\$24.48	\$7.62
FUEL DISTRIBUTION SYSTEM MECHANIC	\$30.74	\$8.35
LEAD FUEL DISTRIBUTION SYSTEM MECHANIC	\$32.14	\$8.51

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

Fuel Facility Operator

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

Lead Fuel Facility Operator

Under the supervision of Facility Manager, or Operations Manager, maintains the purity of the fuel to be dispensed for all airline customers. Assist the Operations Manager with daily schedules, delegation of work duties, special projects, training, and performance of Fuel Facility Operators.

Fuel Distribution System Mechanic

Maintains and repairs fuel storage and distribution systems, equipment and filtration systems, and differential pressure valves. Corrects leakage, corrosion, faulty fittings, and malfunction of mechanical units, meters, and gauges such as distribution lines, float gauges, piping valves, pumps, and roof sumps. Inspects electrical wiring, switches, and controls for safe-operating condition, grounding, and adjustment; may make minor repairs. Lubricates and repacks valves. Lubricates pumps, replaces gaskets, and corrects pumping equipment misalignment. May clean strainers and filters, service water separators, and check meters for correct delivery and calibration. Overhauls system components such as pressure regulating valves and excess valves. Disassembles, adjusts, aligns, and calibrates gauges and meters or

EXHIBIT D

replaces them. Removes and installs equipment such as filters and piping to modify system or repair and replace system component. Cleans fuel tanks and distribution lines. Removes corrosion and repaints surfaces. Overhauls vacuum and pressure vents, floating roof seals, hangers, and roof sumps. Some positions maintain fuel-servicing equipment such as hydrant and tanker trucks. Maintains record of inspections and repairs and other related paperwork as required.

Lead Fuel Distribution System Mechanic

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

FURNITURE MOVERS

Moving, Storage and Cartage Workers

Effective Date: 3-12-2025

Last Revision: 2-4-2025

CLASSIFICATION	BASE WAGE/ HOUR	FRINGES/HOUR
LABORER/HELPER	\$18.81	\$6.92
FURNITURE DRIVER/PACKER	\$19.16	\$7.01
LEAD FURNITURE MOVER	\$20.03	\$7.11

GLYCOL FACILITY

Effective Date: 3-12-2025

Last Revision: 2-4-2025

CLASSIFICATION	BASE WAGE/ HOUR	FRINGES/HOUR
DE-ICING FACILITY OPERATOR	\$29.12	\$8.16
MAINTENANCE MECHANIC	\$29.33	\$8.18
GLYCOL PLANT SPECIALIST	\$18.81	\$6.92

De-icing Facility Operator

The De-icing Facility Operator is responsible for the safe and efficient daily operation of all aircraft de-icing fluid equipment to include: mechanical vapor recompression (concentrators), distillation, polishing, distribution, and collection systems as well as daily routine chores to include: operating and controlling all facility machines and equipment associates with the aircraft deicing fluid system (ADS). Operate electrical motors, pumps and valves to regulate flow, add specific amounts of chemicals such as hydrochloric acid or sodium hydroxide to fluid(s) for adjustment as required, turn valves, change filters/activated carbon, and clean tanks as needed to optimize productivity. Monitor panel boards/HMI/PLC's, adjust control flow rates, repairs, and lubricate machinery and equipment using hand powered tools. Test fluids to determine quality controlling methods. Record data as necessary and maintain good housekeeping of the facility.

EXHIBIT D

Maintenance Mechanic

The position of the Machinery Maintenance Mechanic will be primarily responsible for the routine maintenance and repairs of all facility equipment. Responsible for repairs to machinery and mechanical equipment, examine machines and mechanic equipment to diagnose source of trouble, dismantling or partly dismantling machines and performing repairs that mainly involve the use of hand tools in scraping and fitting parts, replacing broken or defective parts with items obtained from stock, ordering replacement parts, sending parts to a machine shop or equivalent for major repairs, preparing specific written specifications for repairs, SOP's for minor repairs, reassembly of machines and mechanical equipment, and making any necessary adjustments to all equipment for operational optimization.

Glycol Plant Specialist/Material Handling Laborer

The Material Handling Laborer is responsible for the safe and efficient daily documentation/recording of all ADF processors, distillation and polishing systems, as well as the distribution and collection system. Performing physical tasks to transport and/or store materials or fluids. Duties involve one or more of the following: manually loading or unloading trucks, tankers, tanks, totes, drums, pallets, unpacking, placing items on storage bins or proper locations. Utilizing hand carts, forklift, or wheelbarrow. Completing daily fluid inventory, to include tank measuring and completing fluid accountability records. Responsible for the overall facility housekeeping and general cleanliness. Escort vehicles and tankers in and out of the facility, change out filters as required on all systems, take samples and test for quality control and document the findings.

PARKING ELECTRONICS TECHNICIAN

Effective Date: 3-12-2025

Last Revision: 2-4-2025

CLASSIFICATION	BASE WAGE/ HOUR	FRINGES/HOUR
PARKING ELECTRONICS TECHNICIAN	\$26.84	\$7.90

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

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

EXHIBIT D

PEST CONTROLLER

Effective Date: 3-12-2025

Last Revision: 2-4-2025

CLASSIFICATION	BASE WAGE/ HOUR	FRINGES/HOUR
PEST CONTROLLER	\$22.45	\$7.39

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

QUALITY CONTROL & ASSURANCE TECHNICIAN

Effective Date: 3-12-2025

Last Revision: 2-4-2025

CLASSIFICATION	BASE WAGE/ HOUR	FRINGES/HOUR
QUALITY CONTROL & ASSURANCE TECHNICIAN	\$25.35	\$7.47

The Quality Control & Assurance Technician provides support to Inland Technologies operations by independently performing standard analysis on samples related to the manufacture of spent de-icing fluid to a 99% recycled glycol product and wastewater discharge. The Quality Control and Assurance Technician will continually look at ways to improve products and processes to exceed customer quality demands and decrease operational costs.

*OHR reviewed data in June of 2023 and rate is not increasing so no changes will be made.

SIGN ERECTOR

Effective Date: 3-12-2025

Last Revision: 2-4-2025

CLASSIFICATION	BASE WAGE/ HOUR	FRINGES/HOUR
SIGN ERECTOR	\$21.09	\$6.31

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

EXHIBIT D

*OHR pulled the wages in December of 2022 and data has remained the same so there is no recommendation to change the base wage or fringes.

TREE TRIMMERS

Effective Date: 3-12-2025

Last Revision: 2-4-2025

CLASSIFICATION	BASE WAGE/ HOUR	FRINGES/HOUR
TREE TRIMMER	\$23.57	\$7.52

*OHR pulled the wages in October of 2021 and data has remained the same so there is no recommendation to change the base wage or fringes.

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

WINDOW CLEANER

Effective Date: 3-12-2025

Last Revision: 2-4-2025

CLASSIFICATION	BASE WAGE/ HOUR	FRINGES/HOUR
WINDOW CLEANER	\$29.89	\$9.53 (Employee) \$11.37 (Children) \$11.09 (2-Party) \$13.50 (Family)

Benefits/Overtime

Parking The Company shall reimburse the cost of parking (per month) to employees furnishing a monthly parking receipt from the approved parking lot. The Employer shall reimburse employees for parking expenses from other parking lots up to the amount reimbursed for DIA Employee Parking Lot upon the submission of a monthly parking receipt. Only (1) one receipt per month.

Shift Differential Employees working on the night shift shall be awarded a shift differential of \$0.85 per hour worked. *Note: All wage increases become effective on the first day of the first full pay period following the above dates.*

EXHIBIT D

Overtime	One and one-half (1½) times the basic rate of pay in excess of 7.5 hours worked per day or 37.5 hours worked per week.
Lunch	Any employee working seven and a half (7.5) hours in a day is entitled to a thirty (30) minute paid lunch.
Lead Work	\$1.75 per hour above highest paid employee under supervision
High Work	\$1.85 per hour (21 feet or more from ground (base) to top of surface/structure being cleaned)
Training	\$0.25 per hour
ECOPASS	The Company will provide an Eco-Pass to all bargaining unit employees or pay \$.24 per hour for travel differential.

Note:

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

EXHIBIT F

Attachment 1, Part 4 DSBO Forms

DSBO FORMS

The DSBO forms which apply to this contract are contained in the pages immediately following this page.

These pages are not included in the page numbering of this contract document.



DIVISION OF SMALL BUSINESS OPPORTUNITY (DSBO) COMMITMENT TO MWBE PARTICIPATION

This Commitment Form must be completed by all Bidders/Proposers or Contractors/Consultants/Tenants (Prime) to indicate their commitment towards satisfying this project's MWBE participation requirement with City and County of Denver (CCD) certified MWBE firms.

MWBE PARTICIPATION COMMITMENT:

The Bidder/Proposer or Prime is committing to 13 % of the total contract value to MWBE participation. The total contract value is inclusive of value changes made throughout the life of the contract.

GOOD FAITH EFFORT:

If Bidder/Proposer or Prime's abovementioned MWBE participation commitment is less than the MWBE participation requirement percent established by DSBO, the Bidder/Proposer or Prime must submit to DSBO with this Commitment Form a comprehensive statement of their good faith efforts as per the categories outlined in Chapter 28 of the D.R.M.C.

The undersigned Bidder/Proposer or Prime hereby agrees and understands that they must comply with their MWBE commitment on this project in conformity with Chapter 28 D.R.M.C. and the terms of their City contract. Failure to comply is a material breach of said contract, which may result in the imposition of sanctions on the Prime, as deemed appropriate by DSBO.

Bidder/Proposer or Prime (Name of Firm): Whayne Enterprises

Firm's Representative: Richard M. Whayne Jr.

Title: President/CEO

Signature (Firm's Representative):

A handwritten signature in black ink, appearing to read "Richard M. Whayne Jr.", written over a horizontal line.

Date: 4/21/2025

Address: 10515 E. 40th Ave. #103

City: Denver

State: CO

Zip: 80239

Phone: 303-375-8000

Email: rmw@whayneenterprises.com



DIVISION OF SMALL BUSINESS OPPORTUNITY (DSBO) Minority & Women-owned Business Enterprise (MWBE) Utilization Plan

This form **must be completed by all submitters** to indicate their commitment towards creating and expanding contract opportunities for City and County of Denver MWBE certified small businesses. To meet the minimum DSBO responsiveness requirements, Submitter shall provide the proposed MWBE Utilization Plan **at the time of submission deadline** to substantiate the Submitter's specified MWBE participation commitment. Each of the prompts below must be comprehensively and meaningfully addressed. Leaving a section blank or entering "N/A" may deem the submitter nonresponsive. (Maximum 400 words per section).

The approved Utilization Plan may be subject to revisions throughout the life of the contract.

Proposer/Prime Name:

Whayne Enterprises

Project/Contract Name and Number:

DEN FOOD COURT CLEANING SERVICES CONCOURSE A, B, & C RFP. NO. 202578363



DENVER
ECONOMIC DEVELOPMENT
& OPPORTUNITY

Utilization Strategies

* Explain the strategies and tactics the Submitter is currently using and plans to implement in the future to enhance the participation of both new and established City and County of Denver MWBE certified small businesses in contracting opportunities. **Please provide concrete examples.**

***Please list the anticipated scopes of work that may utilize MWBE certified businesses. If known, list specific MWBE certified firms that you may consider for certified subcontractor utilization.**

For reference, please refer to CCD Certified Small Business Database.

[Small Business Certification and Contract Management System | Denver Office of Economic Development](#)

Response:

Wayne Enterprises, a certified MWBE since its founding, has long prioritized the advancement of other MWBE-certified businesses through mentorship, subcontracting, and inclusive procurement. Owner Richard Wayne, former Chair of the Rocky Mountain Minority Supplier Development Council, has helped elevate minority businesses throughout the region. He and his leadership team have mentored several small MWBE firms, including recent support for Sparkle (A Cleaning Company) and WarnerBraash Janitorial Inc., helping them pursue broader opportunities.

For this proposal, Wayne Enterprises is partnering with MWBE-certified firm Total Access Solutions LLC, to support staffing and custodial operations. We also purchase employee uniforms from Unity Promotions, a minority-owned supplier, further demonstrating our commitment to working with diverse vendors.

Looking forward, we plan to expand our impact through structured mentorship, quarterly outreach, and targeted training to help MWBE firms compete for public-sector work, including opportunities at Denver International Airport. These efforts foster not just participation, but long-term success.

Response:

Wayne Enterprises has identified the following scopes of work that will utilize MWBE-certified businesses for this project:

- *Custodial staffing and supplemental janitorial labor*
- *Routine and specialized cleaning services across airport facilities*
- *Emergency or ad hoc cleaning support*
- *Uniform procurement and branding*

The MWBE-certified company we plan to utilize is:

- **Total Access Solutions, LLC** – day-to-day janitorial services, some specialized cleaning and ad hoc coverage as needed.
- **Unity Promotions** – uniform supply and branding services for Wayne Enterprises staff

These firms have been brought into the planning stages of our proposal and are integral to our operational plan should the contract be awarded.



Standard Procedure for Bid Packages

*Describe Submitter's Procurement process, policies and procedures for soliciting MWBE certified small business participation. Please provide details on the practices already in place and/or anticipated practices that ensure that MWBE certified small businesses are successful in obtaining subcontracts on this project.

Response: Whayne Enterprises follows a procurement process that intentionally includes and supports MWBE-certified small businesses at every stage, with a focus on transparency, outreach, and long-term partnerships.

Key components include:

- **Inclusive Vendor Selection:** We regularly consult the City and County of Denver's MWBE directory and other verified sources to identify qualified suppliers for services and materials.
- **Diverse Purchasing Practices:** A substantial portion of our procurement budget is directed to MWBE firms. For instance, Unity Promotions, a minority-owned business, supplies all uniform and branding materials for our staff—showcasing our commitment beyond core services.
- **Mentorship and Prequalification:** We provide mentoring and technical assistance to help small businesses meet pre-qualification standards, including compliance and contract readiness.
- **Early Engagement:** MWBE firms are involved early, as seen with All Star Staffing, LLC and KG Facility Solutions, and Total Access Solutions, LLC giving them the time and resources to prepare.
- **Ongoing Support:** We assign a dedicated liaison to support MWBE subcontractors during contracts, ensuring compliance, performance tracking, and continuous improvement.

These practices help MWBE partners not only secure contracts but also grow and compete for future opportunities.



Technical Assistance

*Describe the assistance and/or guidance the Submitter will provide to certified small businesses that may help advance MWBE-certified businesses forward. This could include technical, financial, or support services to the certified small businesses that allow them to have meaningful participation on this or other contracts.

Examples of such may include, but are not limited to, quality control, bonding, insurance assistance, payment advances, mentoring programs, joint ventures, workforce development, technical assistance, access to capital platforms, etc.

Response: Whayne Enterprises is committed to ensuring MWBE-certified small businesses have meaningful participation on this contract and the tools for long-term success. Our support spans financial, technical, and operational areas, all rooted in a strong culture of mentorship and collaboration.

To promote financial stability, we will make timely payments to our MWBE per the DSBO ordinance. We will also provide all necessary tools and equipment to perform the work. Additionally, Whayne Enterprises will extend its bulk uniform pricing discounts through Unity Promotions, a minority-owned vendor.

Our MWBE partners will be included in operational meetings and supported by our management team, who remain available to address needs and ensure integration throughout the project. Though each MWBE we've selected is already familiar with the payroll compliance tool LCP Tracker, our administrative staff can assist on any issues with our vast experience helping subcontractors meet reporting and regulatory requirements accurately and efficiently.

Whayne Enterprises has a long track record of mentoring MWBE firms through guidance on compliance, documentation, and quality assurance. This approach ensures that MWBE partners not only succeed on this project but are also positioned for growth and competitiveness on future opportunities.

EXHIBIT G

Page 48

Attachment 6, Performance and Payment Bond

XI. ATTACHMENT 6, PERFORMANCE AND PAYMENT BOND**CITY AND COUNTY OF DENVER
DEPARTMENT OF AVIATION****PERFORMANCE AND PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Whayne and Sons Enterprises, Inc
a corporation organized and existing under and by virtue of the laws of the State of Colorado
hereafter referred to as the "Contractor", and SureTec Insurance Company
a corporation organized and existing under and by virtue of the laws of the State of Texas
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 **ONE HUNDRED THOUSAND DOLLARS and NO CENTS (\$100,000.00)**,
lawful money of the United States of America, for the payment of which sum, well and truly to be made,
we bind ourselves and our heirs, executors, administrators, successors and assigns, jointly and severally,
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. 202578363 DEN Food Court Cleaning Services
Concourse A, B, and C**, 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;

WHEREAS, the City has agreed to accept this Bond, this Bond shall be effective for the definite period of
_____ to _____. The Bond may be extended, at the sole option of the Surety by continuation certificate
for additional periods from the expiry date hereof. However, neither: (a) the Surety's decision not to issue
a continuation certificate, nor (b) the failure or inability of the Principal to file a replacement bond or other
security in the event Surety exercises its right to not renew this Bond, shall itself constitute a loss to the
City recoverable under this Bond or any extension thereof. Regardless of the decision of the existing Surety
to not renew the bond, the Contractor shall maintain a bond for the duration of the contract as required
by the terms and conditions found in Contract No. 202578363.

The above referenced Contract has a term ending _____. Regardless of the number of years this Bond is in
force or the number of continuation certificates issued, this Bond shall not be extended beyond _____,
unless earlier non-renewed pursuant to the above paragraph.

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, 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, and expenses which it may incur in making good any default based upon the failure of the Contractor to fulfill its obligation to furnish maintenance, repairs 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;

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

~~JULY~~ ²⁵ ~~8th~~ day of JULY, 2025

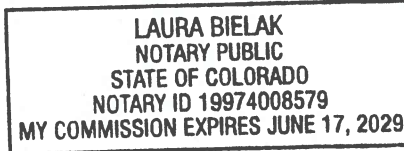
Witness my official seal; Laura Bielak, Notary Public.

Laura Bielak

Attest:

[Signature]

Secretary



Whayne and Sons Enterprises, Inc

Contractor

By: *[Signature]*
President
SureTec Insurance Company

Surety

By: *[Signature]*
Aksef Firat Attorney-In-Fact

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

[END OF PAGE]



**PERFORMANCE AND PAYMENT
BOND SURETY AUTHORIZATION**

FAX NUMBER: 303-342-2552

TELEPHONE NUMBER: 303-342-2540

Assistant City Attorney
Airport Office Building 8500 Pena Blvd. #9810
Denver, CO 80249-6340

RE: WHAYNE & SONS ENTERPRISES, INC.

Contract No: 202578363

Project Name: DEN Food Court Cleaning Services Concourse A, B & C

Contract Amount: \$ 3,933,688.31

Performance and Payment Bond No.: 4485509

Dear Assistant City Attorney,

The Performance and Payment Bonds covering the above captioned project were executed by this agency, through Suretec Insurance Company, on July 2nd, 2025. _____

We hereby authorize the City and County of Denver, Department of Aviation, to date all bonds and powers of attorney to coincide with the date of the contract.

If you should have any additional questions or concerns, please don't hesitate to give me a call at ____.

Thank you.

Sincerely,

Aksel Firat

President/ Surety Agent

Surety Placement Services, LLC dba The Surety Place

Attorney In Fact, Markel Insurance/ Suretec Insurance Company



JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Aksel Firat, Aaron West, Tara Meredith, Cristina Alasu

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Five Million and 00/100 Dollars (\$5,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 14th day of April, 2023.

SureTec Insurance Company

By: 
Michael C. Keimig, President



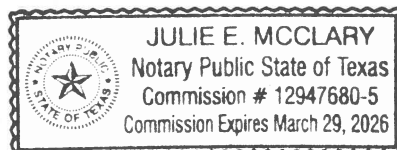
Markel Insurance Company

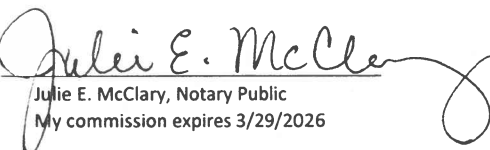
By: 
Lindsey Jennings, Vice President

State of Texas
County of Harris:

On this 14th day of April, 2023 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

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



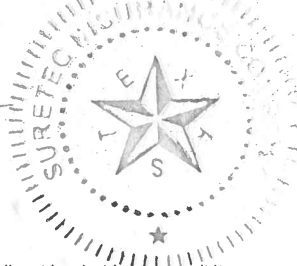
By: 
Julie E. McClary, Notary Public
My commission expires 3/29/2026

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the _____ day of _____, _____.

SureTec Insurance Company

By: 
M. Brent Beaty, Assistant Secretary



Markel Insurance Company

By: 
Andrew Matquis, Assistant Secretary