

**DENVER INTERNATIONAL AIRPORT
ELECTRIC VEHICLE CHARGING STATION
AGREEMENT**

THIS ELECTRIC VEHICLE CHARGING STATION LICENSE AND CONCESSION AGREEMENT (“Agreement”) is made and entered into as of the date stated on the City’s signature page below (the **“Effective Date”**), between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (**“City”**), by and on behalf of its Department of Aviation which operates Denver International Airport (**“DEN”** or **“Airport”**), and **EVERGED LLC**, a Delaware limited liability company authorized to do business in Colorado (**“Operator”**) (each a **“Party,”** and collectively the **“Parties”**).

WHEREAS, the City owns, operates, and maintains DEN as a municipal airport for the use and benefit of the public, and has the power to grant rights and privileges with respect to use of the Airport’s name or property; and

WHEREAS, DEN desires to increase the number of public and employee electric vehicle (**“EV”**) charging stations available on its property; and

WHEREAS, the City has undertaken a competitive procurement process to solicit and receive proposals for such services, Operator’s proposal was selected for the award;

NOW, THEREFORE, in consideration of these premises and of the mutual promises herein contained, the City and Operator hereby agree as follows:

SECTION 1: AUTHORITY

1.01 CONSIDERATION. The City enters this Agreement in consideration of the payment by Operator as herein provided and of the performance and observance by Operator of the covenants and agreements herein.

1.02 LINE OF AUTHORITY. The Chief Executive Officer of the Department of Aviation or their designee or successor in function (the **“CEO”**), authorizes and directs all work performed under this Agreement. Until otherwise notified in writing by the CEO, the CEO has delegated the authority granted herein to the Executive Vice President of Construction and Infrastructure (the **“EVP”**), and the EVP in turns hereby appoints the Senior Vice President of Sustainability (the **“SVP”**) to coordinate professional services under this Agreement. The SVP will delegate a **“Project Manager”** to oversee day-to-day activities under this Agreement. Reports, memoranda, correspondence, and other submittals required of the Operator hereunder shall be processed in accordance with the Project Manager’s directions.

1.03 REPRESENTATIONS AND COVENANTS BY THE CITY. The City hereby represents and covenants that, subject to the provisions of the City’s Charter:

- A. The City is a municipal corporation and home-rule city, duly organized and existing under the Constitution and laws of the State of Colorado.
- B. The City is authorized by the Colorado Constitution and the Charter of the City and County of Denver to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder.

1.04 REPRESENTATIONS AND COVENANTS BY OPERATOR. Operator hereby represents and covenants that:

- A. Operator is a limited liability corporation duly incorporated in the State of Delaware, is not in violation of any provision of its Certificate of Formation or its operating agreement, has full corporate power to own its property and conduct its business, has full legal right, power, and authority to enter into this Agreement and consummate all transactions contemplated hereby and by proper corporate action has duly authorized the execution and delivery of this Agreement.
- B. This Agreement has been authorized, executed and delivered by Operator and constitutes a legal, valid, and binding obligation of Operator enforceable against Operator in accordance with its terms.

SECTION 2: DEFINITIONS

2.01 AIRPORT OR DEN. “Airport” or “DEN” shall mean both/either the City’s Department of Aviation and Denver International Airport.

2.02 AUDITOR. “Auditor” shall mean the City’s Auditor and his authorized representatives.

2.03 CEO. “CEO” shall mean the Chief Executive Officer of Denver International Airport or her successor. Wherever “CEO is used, the term shall also include any authorized representatives of the CEO.

2.04 CHARGING STATION. “Charging Station” or “Charging Stations” shall mean the charging station equipment and related infrastructure for the operation of the Charging Station(s), as shown on Exhibit B.

2.05 DEN DESIGN STANDARDS. “DEN Design Standards” shall mean the design standards and criteria for Denver International Airport, including as they may be amended in the future.

2.06 DEN DEVELOPMENT GUIDELINES. “DEN Development Guidelines” shall mean the development guidelines and criteria established at DEN for tenants and concessionaires for design, construction, installation, signage, and related matters, as currently in force or hereafter promulgated or amended.

2.07 DEN ENVIRONMENTAL GUIDELINES. “DEN Environmental Guidelines” shall mean the environmental standards and criteria established for companies operating at the Airport, including as they may be amended in the future.

2.08 OPERATING AREAS. “Operating Areas” shall mean the area licensed by the Operator hereunder for the installment of above-ground Improvements, except those Improvements installed by a utility company, as described and depicted on **Exhibit B**. DEN and the Operator may mutually agree to make modifications to the depictions and legal description of the Operating Areas and substitute a revised Exhibit B without such substitution being deemed an amendment to this Agreement.

2.09 IMPROVEMENTS. “Improvements” shall mean the Charging Station, bollards, canopies, lights, security cameras, concrete pads, transformers, conduit, related infrastructure, signage, and similar items to be installed by or on behalf of Operator on the Operating Areas, as set forth in Exhibit B.

2.10 PAST DUE INTEREST RATE. “Past Due Interest Rate” shall mean interest accruing at 10%; per annum commencing on the fifth calendar day after the date such amount is due and owing, until paid to the City.

2.11 OPERATOR’S EQUIPMENT. “Operator’s Equipment” shall mean all equipment, apparatus, machinery, signs, furnishings, trade fixtures, signage, Electric Vehicle Supply Equipment (“EVSE”), trade fixtures, computer equipment, vehicles, revenue control equipment and all other personal property installed or used by the Operator on the Operating Areas.

SECTION 3: LICENSE

3.01 RIGHTS GRANTED. City grants to Operator the right to occupy and use the Operating Areas consistent with and subject to all of the terms and provisions of this Agreement, for the purposes stated in **Exhibit A**, “**Scope of Work**.” The Operating Areas are expressly subject to an avigation easement hereby reserved to the City and the Airport for the flight of aircraft over the Operating Areas as well as associated noise, vibrations, fumes, and similar impacts of aircraft.

3.02 USE OF OPERATING AREAS. Operator shall have the right to use the Operating Areas solely for the design, installation, maintenance, repair, replacement, and operation of EV Charging Stations, as stated in Exhibit A. Operator acknowledges and agrees that Charging Stations will be made available and shall be accessible for public and/or employee use at the locations shown on Exhibit B.

3.03 PERMITS; FAA REVIEW AND APPROVAL. Operator shall, at its sole expense, timely acquire all necessary federal, state, local, and airport permits, and comply with all permit requirements, including but not limited to any required site access permits, FAA 7460s, or other approvals. DEN, solely in its capacity a landowner, will cooperate with Operator in the pursuit of all licenses and permits, including but not limited to executing required applications; such cooperation will not be deemed a waiver of any police power, regulatory authority, or oversight

rights the City may have in its other capacities. Operator understands that activities involving vehicles, equipment, or other items taller than twenty (20) feet may require FAA review and approval that can take up to six months to complete, and Operator is responsible for allowing sufficient time for such review to occur.

3.04 CITY RESERVATIONS. City reserves for itself the following rights pertaining to the Operating Areas:

- A. the right to install utilities upon the Operating Areas as necessary or convenient for the operation of the Airport, so long as the installation does not unreasonably interfere with Operator's use of the Operating Areas to operate the Charging Stations;
- B. the right to grant easements, licenses, and permits in and to use of the Operating Areas for the installation of pipelines or utilities, provided that the use of such area or the grant of such rights does not unreasonably interfere with the Operator's operations and use of the Operating Areas. The Operator shall not be entitled to any compensation or abatement of rent if the use of such area or the grant of such easements does not interfere substantially with the Operator's operations or use of the Operating Areas; and
- C. the City expressly reserves from the Operating Areas all oil, gas, and other "Mineral Rights" and any water rights, but the City agrees not to enter into any leases, development agreements, exploration agreements, or other agreements concerning the Mineral Rights and water rights that would grant surface rights of use or access to the Operating Areas.

3.05 MEANS OF ACCESS. Operator, its agents, and employees, have a non-exclusive right of ingress to and egress from the Operating Areas by a means of access as indicated on Exhibit B. In non-public areas, such access shall be restricted by the Airport's security requirements as described, *inter alia*, in Part 20 of the Rules & Regulations Governing DEN. The City may, at any time, temporarily or permanently, close or consent to or request the closing of any roadway or other right-of-way for Operator's access, ingress and egress, and any other area at the Airport or in its environs presently or hereafter used as such, so long as there is reasonable and similar access, ingress and egress available to the Operating Areas. Operator hereby releases and discharges the City of and from any and all claims, demands or causes of action which the Operator may at any time have against the City arising or alleged to arise out of the closing of any roadway or other right-of-way for such access, ingress and egress or other area at the Airport or in its environs used as such, so long as reasonable and similar access, ingress and egress is available after any such modification.

3.06 RIGHT OF INSPECTION. City retains the full right of entry upon the Operating Areas for any purpose necessary, incidental to, or in connection with its obligations hereunder, or in the exercise of its governmental functions, or for the purpose of making any inspection or conducting any testing it deems necessary. No such entry by or on behalf of the City upon the Operating Areas shall constitute or cause a termination of the Agreement nor shall such entry be deemed to constitute an interference with the possession thereof by the Operator.

SECTION 4: TERM AND TERMINATION

4.01 TERM.

- A. The Term of this Agreement shall commence on the Effective Date and shall expire ten (10) years from the Effective Date, unless terminated in accordance with the terms stated herein (the “**Expiration Date**”).
- B. **Suspension and Termination.**
1. Suspension. The City may suspend performance of this Agreement at any time with or without cause. Upon receipt of written notice from the SVP, Operator 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 Operator. The Expiration Date shall not be extended as a result of a suspension.
 2. Termination for Convenience. The City may terminate this Agreement at any time without cause upon thirty (30) days’ prior written notice to Operator.
 3. Termination for Cause. In the event Operator fails to perform in any material way (a “**Breach**”) any provision of this Agreement, the City may either: (i) terminate this Agreement for cause with ten (10) days prior written notice to Operator; or (ii) provide Operator with written notice of the Breach and allow Operator an opportunity to cure.
 4. Opportunity to Cure. Upon receiving the City’s notice of Breach pursuant to Section 4(C)(3), Operator shall have five (5) days to commence remedying its defective performance. If Operator diligently cures its defective performance to the City’s reasonable 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 Operator fails to cure the breach to the City’s reasonable satisfaction, then the City may terminate this Agreement pursuant to Section 4(C)(3)(i).
 5. No Claims. Upon termination of this Agreement, neither Party shall have a claim of any kind against the other Party by reason of such termination or by reason of any act incidental thereto. Operator shall not be entitled to loss of anticipated profits or any other consequential damages as a result of termination.
- C. **Remedies.** In the event Operator breaches this Agreement, Operator shall be liable to the City for all costs of correcting the Operator’s work without additional compensation, including but not limited to additional costs incurred by the City, its tenants, or its other contractors arising out of Operator’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.

4.02 SURRENDER OF LICENSE AREA.

- A. Unless directed otherwise by the CEO, Within ninety (90) days following the expiration or earlier termination of this Agreement, Operator covenants and agrees that Operator shall remove, at its sole cost, all of Operator's Equipment from the Operating Areas. However, Operator shall have no obligation to remove infrastructure installed by a utility company. If such removal shall injure or damage the Operating Areas, Operator agrees, at its sole cost, to repair such injury or damage in good and workmanlike fashion to the satisfaction of DEN. If Operator fails to remove any of Operator's Equipment within the period herein required after the expiration or termination of this Agreement, City may, at its option, keep and retain any such Operator's Equipment or dispose of the same and retain any proceeds therefrom, and City shall be entitled to recover from Operator any costs of City in removing the same and in restoring the Operating Areas in excess of the actual proceeds, if any, received by City from disposition thereof. In addition, if City removes any of Operator's Equipment, Operator hereby specifically agrees to indemnify and hold City harmless from all costs, losses, expenses or damages incurred in relation to the removal of Operator's Equipment, including without limitation all costs of associated remedial actions, fines or penalties, reasonable attorney fees, engineering fees and other professional expert fees.
- B. Notwithstanding Subsection A above, upon the expiration or earlier termination of this Agreement the City may choose, at the CEO's sole discretion, to waive its right to removal of the Operator's Equipment and allow all or a portion of the Operator's Equipment to remain on parts or all of the Operating Areas. If the City exercises this choice, the parties will engage a mutually acceptable third-party expert to determine a commercially reasonable price for the portions of the Operator's Equipment that will remain on DEN property, and Operator shall accept that price for the remaining equipment and, within 10-days after payment to Operator by DEN, issue a bill of sale or other appropriate document transferring ownership of such equipment to DEN.

4.03 HOLDING OVER. If the Operator holds over after expiration of the Term or any extension thereof, thereafter the Operator's occupancy shall be deemed a month-to-month tenancy.

- A. If a holdover is due to the Operator's negligence or fault in failing to vacate the Operating Areas timely, the rent for such holdover shall be equal to 150 percent of the rent amount provided for herein, but otherwise the Operator shall be bound by all compensation, terms, and conditions of this Agreement. The foregoing notwithstanding, in no event will Operator's failure to remove Operator's equipment from the Operating Areas be considered "holding over" hereunder if the delay is caused by the City or its agents or by the Operator's need for a utility company to enter the Operating Areas to de-energize the equipment, so long as Operator has timely requested such action by the utility company.
- B. If the holdover is at the request of the CEO, or with the written permission of the CEO, or upon mutual agreement of the CEO and Operator, the compensation for such holdover shall be the same as provided for herein, and Operator shall be bound by all compensation, terms, and conditions of this Agreement.

- C. Nothing herein shall be construed to give the Operator the right to hold over at any time, and the City may exercise any remedy at law or in equity to recover possession of the Operating Areas, as well as any damages incurred by the City.

SECTION 5: COMPENSATION

5.01 COMPENSATION.

- A. Operator covenants and agrees, without offset, deduction or abatement, to pay City as compensation for the rights and privileges granted by City ("**Privilege Fee**"), an amount equal to Five Percent (5%) of its Net Charging Revenue, calculated according to the following Formula:

$$\begin{aligned}
 &\text{Gross Charging Revenue} \\
 &- \text{10\% administrative fee (e.g., networking, maintenance, support, and similar charges)} \\
 &= \$ (\text{difference}) \\
 \\
 &- \text{cost per kW from Xcel} \\
 &= \text{Net Charging Revenue.}
 \end{aligned}$$

Gross Charging Revenue shall mean all revenue received by Operator at the Charging Stations.

- B. If DEN chooses to participate with Operator in investing in or building electrical supply infrastructure or other infrastructure, or additional rebate or grant dollars are secured by DEN or another third party that aids in the cost of installing EVSI/EVSE, the Parties will adjust the Privilege Fee to a commercially reasonable percentage, but in no case shall that Fee be less than Five Percent (5%) of the Net Charging Revenue that otherwise would apply.

5.02 INTEREST ON PAST DUE AMOUNTS. Any payments not made to City when due shall accrue interest at the Past Due Interest Rate.

5.03 PLACE AND MANNER OF PAYMENTS. All sums payable to City hereunder shall be made without at such place as DEN designates by notice in writing to Operator. All sums shall be made in legal tender of the United States. Any check given to the City shall be received by it subject to collection, and Operator agrees to pay any charges, fees or costs incurred by the City for such collection, including reasonable attorney's fees.

5.04 EXAMINATION OF RECORDS AND AUDITS.

- A. 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 Operator's performance pursuant to this Agreement, provision of any goods or services to

the City, and any other transactions related to this Agreement. Operator 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.

- B. Additionally, Operator 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 Operator related to Operator's performance of this Agreement, including communications or correspondence related to Operator'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.
- C. 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 Operator which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts and transcriptions. Operator further agrees that such records will contain information concerning the hours and specific services performed along with the applicable federal project number.

5.05 REESTABLISHMENT OF RENTALS, FEES, AND CHARGES. The City may from time to time at the CEO's sole discretion, and subject to the requirements of any outstanding bond ordinance pertaining to the Airport, reestablish the rentals, fees, and charges provided for herein; provided, provided, however, such reestablished schedule of rentals, fees, and charges shall be reasonable in relation to the cost of providing, operating, and maintaining property, services, and facilities of the Airport. This clause shall not be invoked more than once every three (3) years after the Effective Date. If Operator does not accept such reestablished schedule, the Operator may terminate this Agreement upon thirty (30) days prior written notice to DEN.

5.06 PROMPT PAY. For all work on the Operating Areas performed by or on behalf of the Operator, Operator is subject to D.R.M.C. § 20-112 wherein Operator is to pay its subcontractors and subconsultants in a timely fashion. Any late payments are subject to a late payment penalty as provided for in the prompt pay ordinance (D.R.M.C. §§ 20-107 through 20-118).

SECTION 6: CONSTRUCTION, OPERATION, AND USE OF LICENSE AREA

6.01 FACILITIES TO BE CONSTRUCTED

- A. Operator, at its cost, shall prepare plans and specifications for the Improvements to be constructed hereunder. Improvements shall be designed by a consultant chosen by Operator and approved by City, which approval shall not be unreasonably withheld, conditioned, or delayed. The plans and specifications shall be subject to DEN's approval, which approval shall not be unreasonably withheld, conditioned, or delayed.
- B. Operator agrees to coordinate its work performed on the Operating Areas with the operational requirements of the Airport, and all work and movement of persons and equipment shall be subject to regulations and restrictions established by the Airport. DEN shall provide the needed contact information to Operator as soon as practicable after execution of this Agreement.
- C. For activities during the Term requiring disturbance deeper than six inches below the surface of the Operating Areas (e.g., trenching, potholing, excavation, etc., collectively "**Intrusive Activities**"), Operator shall notify DEN at least three weeks prior to the start date of the Intrusive Activities, and shall provide such information as DEN may reasonably require.

6.02 TEMPORARY CONSTRUCTION PROPERTY.

- A. The Operator shall be granted, without any fee, temporary access to additional land during the construction of any Charging Station ("**Temporary Construction Property**"). Operator shall request a no-fee construction permit when a Charging Station is to be installed, and DEN and Operator shall then (1) identify a mutually acceptable area for use during construction, and (2) set parameters for storage of any construction materials or Charging Stations components, including any review for fire or environmental protection.
- B. The rights and access granted to Operator with respect to Temporary Construction Property will be temporary for the duration of the construction effort associated with installation of Charging Stations, and all such rights and access shall automatically terminate when said construction is completed.
- C. Upon completion of such construction efforts for each Charging Station, Operator shall repair the surface of all affected areas of the Temporary Construction Property to the condition such property was in before the commencement of such construction activities.
- D. Operator shall notify DEN when it has completed the construction efforts associated with the work and its repair of the Temporary Construction Property.

6.03 NO OPEN CUT ON ROADS. Operator shall not, at any time, open cut or otherwise damage Peña Boulevard, its frontage roads, nor any other Airport roads, except that Operator may

open cut the frontage roads and airport service roads in the event of an emergency situation, in which event Operator shall as soon as possible notify DEN of said actions and shall, at Operator's sole expense, repair any damage caused by such actions.

6.04 MWBE, WAGES AND PROMPT PAYMENT:

A. Minority and Women-Owned Business Enterprise ("MWBE") Requirements

1. This Agreement is subject to Article III, Divisions 1 and 3 of Chapter 28, Denver Revised Municipal Code ("**D.R.M.C.**"), designated as §§ 28-31 to 28-40 and 28-51 to 28-90 (the "**MWBE Ordinance**"); and any rules and regulations promulgated pursuant thereto. The Operator's goal commitment to MWBE participation for this Agreement is Fifteen Percent (15%) as stipulated in the Division of Small Business Opportunity's ("**DSBO**") Commitment to MWBE Participation Form submitted by the Operator.
2. Under D.R.M.C. § 28-68, the Operator 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 the City initiates a material modification to the scope of work affecting MWBEs performing on this Agreement through change order, contract amendment, force account, or other modification under D.R.M.C. § 28-70. The Operator acknowledges that:
 - a. If directed by DSBO, the Operator is required to develop and comply with a utilization plan in accordance with D.R.M.C. § 28-62(b). Along with the utilization plan requirements, the Operator 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 change orders or any other contract modifications are issued under the Agreement, the Operator 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 D.R.M.C. § 28-70, regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification of the change by the City.
 - c. If change orders or other amendments or modifications are issued under the Agreement that include an increase in the scope of work of this Agreement, whether by amendment, change order, force account, or otherwise, which increases the dollar value of the Agreement, 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 orders or contract modification shall be promptly submitted to DSBO for notification purposes.

- d. Those amendments, change orders, force accounts or other contract modifications that involve a changed scope of work that cannot be performed by existing project subcontractors/subconsultants are subject to the original overall contract requirement. The Operator shall satisfy the requirement with respect to such changed scope of work by soliciting new MWBEs in accordance with D.R.M.C. § 28-70. Operator must also satisfy the requirements under D.R.M.C. §§ 28-60 and 28-73, with regard to changes in scope or participation. The Operator shall supply to the DSBO Director all required documentation under D.R.M.C. §§ 28-60, 28-70, and 28-73, 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 Operator is required to comply with D.R.M.C. § 28-72, regarding prompt payment to MWBEs. Payment to MWBE subcontractors/subconsultants shall be made by no later than thirty-five (35) days after receipt of the MWBE subcontractor/subconsultant's invoice.
 - f. Termination or substitution of an MWBE subcontractor requires compliance with D.R.M.C § 28-73.
 - g. Failure to comply with these provisions may subject the Operator to sanctions set forth in D.R.M.C. § 28-76.
 - h. Should any questions arise regarding specific circumstances, the Operator should consult the MWBE Ordinance or may contact the Project's 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, Operator shall comply with the prompt payment provisions under D.R.M.C. § 28-135, with regard to payments by Operator to MWBE subcontractors. If D.R.M.C. § 28-135 applies, Operator shall make payment by no later than thirty-five (35) days from receipt by Operator of the subcontractor's invoice.
- C. **Prevailing Wage.** To the extent required by law, Operator shall comply with, and agrees to be bound by, all requirements, conditions and City determinations regarding the Prevailing Wages Ordinance, D.R.M.C. §§ 20-76 to 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 date the bid or request for proposal was advertised. In the event a request for bids, or a request for proposal, was not advertised, Operator shall pay every covered worker no less than the prevailing wages and fringe benefits in effect on the date funds for the Agreement were encumbered.

Date advertised: Bid proposed 7/26/24; Award notification 4/14/25

The initial Prevailing Wage Schedules are attached as **Exhibit D**

1. 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.
 2. Operator shall provide the Auditor with a list of all subcontractors providing any services under the Agreement.
 3. Operator shall provide the Auditor with electronically-certified payroll records for all covered workers employed under this Agreement.
 4. Operator 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.
 5. If Operator fails to pay workers as required by the Prevailing Wage Ordinance, Operator 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 Operator fails to pay required wages and fringe benefits.
- D. **Compliance with Denver Wage Laws.** To the extent applicable to the Operator's provision of Services hereunder, the Operator 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 Operator expressly acknowledges that the Operator is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Operator, 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.** The City will make monthly progress payments to Operator for all services performed under this Agreement based upon Operator'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. Final Payment to Operator 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 Operator. The City may, at the discretion of the SVP, withhold reasonable amounts from

billing and the entirety of the final payment until all such requirements are performed to the satisfaction of the SVP.

6.05 OPERATIONS.

- A. Operating Standard. Operator shall operate its facilities in a first-class manner satisfactory to the CEO consistent with services, advertising and marketing plan which has the prior written approval of the CEO.
- B. Hours of Operation. Operator agrees to keep the Charging Stations open for business to the public 24 hours per day, seven days per week, subject to down time for maintenance, repair, and/or replacement as may be required periodically.
- C. Care of Area. Operator will not place any trash receptacles on the Operating Areas.
- D. Lighting. DEN shall be responsible for lighting on and near the Operating Areas to the same standard DEN provides lighting in the areas surrounding the Operating Areas.
- E. Snow Removal. DEN shall be responsible for snow removal on the Operating Areas to the same standard DEN performs this task in the areas surrounding the Operating Areas.
- F. Vending Machines. No amusement or vending machines or other machines operated by coins, tokens, credit card, or currency (other than the Charging Stations) shall be installed or maintained in or upon the Operating Areas except with the written permission of the CEO. This prohibition includes, but not by way of limitation, sales from vending machines of such items as cigarettes, candy, maps, coffee, soft drinks, newspapers, stamps and insurance policies; money orders and checks; and operation of mechanical or electronic game devices, electronic video games, and entertainment devices.

6.06 COMPLIANCE WITH ALL LAWS AND REGULATIONS. Operator agrees not to use or permit the Operating Areas to be used for any purpose prohibited by the laws of the United States or the State of Colorado or the ordinances or Charter of the City and County of Denver, or not otherwise authorized hereunder, and it further agrees that it will use the Operating Areas in accordance with all with existing and future applicable federal, state, and local laws and all general rules and regulations adopted by the City or the CEO for the management, operation, and control of the Airport, either promulgated by the City on its own initiative or in compliance with regulations, requirements, or actions of the FAA or other authorized federal agency, including as any of these may be amended. Operator further agrees to submit any report or information which the City is required by law or regulation to obtain from Operator or which the CEO may request relating to Operator's operations.

6.07 COMPLIANCE WITH ENVIRONMENTAL REQUIREMENTS.

- A. Operator, 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.

- B. 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.
- C. Operator shall acquire all necessary federal, state and local environmental permits and comply with all applicable federal, state and local environmental permit requirements.
- D. Operator agrees to ensure that its activities under this Agreement are conducted in a manner that minimizes environmental impact through appropriate preventive measures. Operator agrees to evaluate methods to reduce the generation and disposal of waste materials.
- E. In the case of a release, spill or leak as a result of Operator’s activities under this Agreement, Operator shall immediately control and remediate the contaminated media to applicable federal, state and local standards. Operator 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 Operator of any pollutant or hazardous material.

6.08 WASTE OR IMPAIRMENT OF VALUE. Operator agrees that nothing shall be done or kept on the Operating Areas which might impair the value of the City’s property or which would constitute waste or a public or private nuisance.

6.09 STRUCTURAL OR ELECTRICAL OVERLOADING. Operator agrees that nothing shall be done or kept on the Operating Areas and no improvements, changes, alterations, additions, maintenance or repairs shall be made which might result in an overload of utility lines serving the Airport or interfere with electric, electronic or other equipment at the Airport. In the event of violations hereof, Operator agrees to immediately remedy the violation at Operator’s expense.

6.10 NOISE, ODORS, VIBRATIONS AND OTHER ANNOYANCES. Operator shall conduct its operations in an orderly and proper manner so as not to commit any nuisance on the Operating Areas or annoy, disturb, or be offensive to others at the Airport, and shall take all reasonable measures, using the latest known and practicable devices and means, to eliminate any unusual, nauseous or objectionable noise, vapors, odors, lights, or vibrations.

6.11 ACCESSIBILITY. Operator shall not do nor permit to be done anything on the Operating Areas which might interfere with or hinder police, firefighting, or other emergency personnel in the discharge of their duties.

6.12 NO AUCTION. Operator agrees not to allow or permit any sale by auction or hawking on the Operating Areas.

6.13 RESTRICTION ON CHANGES AND ALTERATIONS. Operator agrees not to improve, change, alter, add to, remove or demolish all or any of the Improvements without the prior written consent of DEN, which consent shall not be unreasonably withheld, conditioned or delayed. All Improvements shall conform with applicable statutes, ordinances, building codes, regulations and other general requirements of City, including but not limited to compliance with DEN Design Standards and DEN Development Guidelines, procurement of general liability and builder's risk insurance and performance and payment bonds, and compliance with worker's compensation, prevailing wage pursuant to Denver Revised Municipal Code § 20-76 *et seq.*, MBE/WBE participation requirements, and compliance with the Americans with Disabilities Act, 42 U.S.C. 12,000 *et seq.*, and its regulations. The approval given by DEN shall not constitute a representation nor warranty as to such conformity; responsibility therefore shall at all times remain with Operator.

6.14 NO OTHER ENCUMBRANCES. Operator covenants and agrees not to obtain any financing secured by Operator's interest in the Operating Areas and not to encumber the Operating Areas or City property or Operator's interest therein without the prior written consent of the CEO, and to keep the Operating Areas free from all liens and encumbrances except liens and encumbrances created by City.

SECTION 7: UTILITIES, DRAINAGE, MAINTENANCE AND SERVICES

7.01 UTILITIES. Operator, at its sole cost and expense, shall make and obtain all utility connections, hook-ups or taps as necessary for the operation of the improvements on the Operating Areas and shall secure all necessary applications and permits and shall pay all application and permit fees, hook-up, or tap fees. DEN will cooperate with any requests for granting of new utility extensions to the extent necessary to bring new utility improvements to the site for the operation of the Charging Stations. Operator further agrees at its sole cost and expense to provide meters adequate to measure the amount of utilities and water used or consumed and to maintain said equipment in such a manner as to supply accurate measurements of such usage and consumption. Operator shall be responsible for the payment of all utilities required for operations on the Operating Areas.

7.02 MAINTENANCE. Operator agrees that, at its expense and without cost or expense to the City, during the Term hereof that Operator shall keep the Operating Areas and Charging Stations in good order and condition and will make all necessary and appropriate repairs and replacements promptly and in a good and workmanlike fashion. DEN shall have the right to make reasonable objections regarding the maintenance and appearance of the Operating Areas and Charging

Stations. Operator agrees to promptly discontinue or remedy any objectionable condition within fifteen (15) days after written notice by DEN.

7.03 STREET IMPROVEMENT AND DRAINAGE DISTRICT. The CEO may establish street improvement or drainage districts for the construction or maintenance of common street improvements and drainage improvements respectively. Operator may be required to participate in and pay its *pro rata* share based upon Operator's specific benefits for the construction and maintenance of such common improvements.

7.04 INTERRUPTION OF SERVICES. City reserves the right to temporarily discontinue utility services at such time as may be necessary by reason of accident, repairs, alterations or improvements or whenever by reason of strikes, lockouts, riots, acts of God, or any other happenings beyond the control of the City. The City shall not be liable for damages to persons or property for any such discontinuance, nor shall such discontinuance in any way be construed as cause for abatement of rent or operate to release the Operator from any of its obligations hereunder, except as otherwise provided in the section entitled "Damage, Destruction or Loss."

SECTION 8: INDEMNITY, INSURANCE, AND BONDS

8.01 INDEMNITY.

- A. Operator 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 by Operator or its subcontractors under this Agreement ("**Claims**"), except to the extent such Claims have been specifically determined by a 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 Operator 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. Operator'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. Operator'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. Operator 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 reasonable 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 Operator under the terms of this indemnification obligation. Operator shall obtain, at its own expense, any additional insurance that it deems necessary.
- E. This defense and indemnification obligation shall survive for three (3) years after expiration or termination of this Agreement.

8.02 INSURANCE.

- A. Operator 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 and any required endorsements must be received and approved by DEN Risk Management before any airport access or work commences.
- B. Operator 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 Operator from liabilities arising out of the performance of the terms and conditions of this Agreement by Operator, its agents, representatives, employees, or subcontractors. Operator shall assess its own risks and maintain higher limits and/or broader coverage as it deems appropriate and/or prudent. Operator 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 Operator; (ii) damage, theft, or destruction of Operator's inventory, or property of any kind; or (iii) damage, theft, or destruction of an automobile, whether or not insured.
- E. The Parties understand and agree that the City, its elected and appointed officials, employees, agents and volunteers are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations and any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 to 120, or otherwise available to the City, its elected and appointed officials, employees, agents and volunteers.

8.03 CONSTRUCTION BOND. Prior to the commencement of any new construction, Operator shall deliver to the CEO, and maintain in effect throughout the construction period, a construction performance and payment bond in a sum not less than 100% of the construction contract price, including restoration. Said bond shall guarantee to City prompt and faithful performance of the construction contract, including restoration of the Operating Areas and any Temporary Construction Property, and prompt payment by Operator to its contractors and by Operator's contractors to all persons supplying labor, materials, team hire, sustenance, provisions, provender, supplies, rental machinery, tools and equipment used directly or indirectly by contractor(s), subcontractor(s) and suppliers in the prosecution of the work provided for in said construction contract and shall protect the City from any liability, losses or damages arising therefrom. All bonds shall be issued by a surety company licensed to transact business in the State of Colorado and satisfactory to and approved by the City, and shall be in the form and with conditions as provided in DIA Development Guidelines.

8.04 SURETY OR BOND. Upon execution of this Agreement, Operator shall deliver to DEN, and maintain in effect at all times throughout the Term, a surety or payment bond as first approved in writing by City, in the amount of **six months of the License Fee required in Section 5.01**. Such surety or bond shall be payable without condition to the City and guarantee to the City full and faithful performance of all of the terms and provisions of this Agreement by Operator, including as said Agreement may be amended, supplemented or extended. All bonds shall be issued by a surety company licensed to transact business in the State of Colorado and satisfactory to and approved by the City. If a bond is executed by an attorney-in-fact of the surety, a power of attorney must be attached to the bond.

8.05 NO PERSONAL LIABILITY. No employee of the City shall be held personally liable under this Agreement or because of its execution or attempted execution.

8.06 TAXES, LICENSES, LIENS AND FEES. Operator agrees to promptly pay all taxes, excises, license fees and permit fees of whatever nature applicable to its operations hereunder and to take out and keep current all municipal, state, or federal approvals required for the conduct of its business at and upon the Operating Areas, and further agrees not to permit any of said taxes, excises, license fees or permit fees to become delinquent. Operator also agrees not to permit any mechanic's or materialmen or any other lien to become attached or be foreclosed upon the Operating Areas or Improvements, by reason of any construction work or labor performed or materials furnished by any mechanic or materialman. Taxes specifically assessed against the Charging Station and Equipment and Lines or provision of charging services (collectively "**EV Taxes**") shall be the responsibility of the Operator.

SECTION 9: DEFAULT AND REMEDIES

9.01 DEFAULT. Operator shall be in default under this Agreement if Operator fails to cure any of the following defaults within thirty (30) days following written notice from City of such failure:

- A. Fails to timely pay when due to City the compensation, rent or any other payment required hereunder; or
- B. Becomes insolvent, or takes the benefit of any present or future insolvency or bankruptcy statute, or makes a general assignment for the benefit of creditors, or consents to the appointment of a receiver, trustee or liquidator of any or substantially all of its property; or
- C. Transfers its interest under this Agreement, without the prior written approval of the City, by reason of death, operation of law, assignment, sublease, or otherwise, to any other person, entity, or corporation, excepting to an Affiliate as defined in Section 11.05; or
- D. Abandons, deserts or vacates the Operating Areas; or
- E. Suffers any lien or attachment to be filed against the Operating Areas, the Airport or City's property because of any act or omission of Operator, and such lien or attachment is not discharged or contested by Operator in good faith by proper legal proceedings; or
- F. Fails to keep, perform and observe any other promise, covenant or agreement set forth in this Agreement, the failure of which would have a material adverse event on the performance of Operator or rights of the City under this Agreement; or
- G. Gives its permission to any person to use for any illegal purpose any portion of the Airport made available to the Operator for its use under this Agreement.

9.02 REMEDIES. If Operator defaults in any of the covenants, terms and conditions herein in any material way, the City may exercise any one or more of the following remedies:

- A. The City may elect to allow this Agreement to continue in full force and effect and to enforce all of City's rights and remedies hereunder, including without limitation the right to collect rent as it becomes due together with Past Due Interest; or
- B. The City may cancel and terminate this Agreement and repossess the Operating Areas, without liability for so doing, upon giving 30 days written notice to Operator of its intention to terminate, at the end of which time all the rights hereunder of the Operator shall terminate, unless the default, which shall have been stated in such notice, shall have been cured within such 30 days, or if the cure cannot be completed within such 30 day period, Operator has commenced to cure within such 30 day period and after diligently pursues completion of the cure.
- C. If City elects to terminate, Operator shall be liable to City for all amounts owing at the time of termination, including but not limited to compensation due plus interest thereon at the Past Due Interest Rate together with any other amount to fully compensate City for all loss of compensation, damages, and costs, including attorney's fees, caused by Operator's failure to perform its obligations hereunder, or which in the ordinary course would likely result therefrom.

- D. The City may elect to re-enter and take possession of the Operating Areas and expel Operator or any person claiming under Operator subject to the time period set forth above, and remove all effects as may be necessary, without prejudice to any remedies for damages or breach. Such reentry shall not be construed as termination of this Agreement unless a written notice specifically so states; however, the City reserves the right to terminate the Agreement at any time after reentry. Following reentry, and removal of Operator's equipment from the Operating Areas at Operator's expense, the City may reuse the Operating Areas or any portion thereof on such terms and conditions as the City may choose, and may make such repairs or improvements as it deems appropriate to accomplish any reuse. Operator shall be liable to City for all costs of repairs or improvements. City acknowledges and agrees that the equipment installed by Operator is specialized and is energized by utility services. In the event City elects to remove the Operator's equipment from the Operating Areas, as herein provided, City assumes all risk associated with such action.

9.03 REMEDIES CUMULATIVE. The remedies provided in this Agreement shall be cumulative and shall in no way affect any other remedy available to City under law or equity.

SECTION 10: DAMAGE, DESTRUCTION, OR LOSS

10.01 DAMAGE TO OR DESTRUCTION OF LICENSE AREA. If the Improvements, or any portion thereof, are destroyed or damaged by fire, the elements or otherwise, the Operator shall promptly remove all debris resulting from such damage to the Improvements and shall at its sole cost and expense repair and/or reconstruct the Improvements with due diligence in accordance with the plans and specifications for the Operating Areas as they existed prior to such damage or according to the current needs of the Operator as approved by the CEO.

10.02 LOSS OR DAMAGE TO PROPERTY. City shall not be liable for any loss of property by theft or burglary from the Airport or for any damage to person or property on the Airport resulting from electric lighting, or water, rain or snow, which may come into or issue or flow from any part of the Airport, or from the pipes thereof, or that may be caused by the City's employees or any other cause, and Operator agrees to make no claim for any such loss or damage at any time.

10.03 RELEASE OF CITY. The parties hereto agree that the City shall not be liable to Operator for any injury to or death of any of the Operator's agents, representatives, or employees or of any other person or for any damage to any of Operator's property or loss of revenue caused by any third person in the maintenance, construction, or operation of facilities at the Airport, or caused by any third person using the Airport, or caused by any third person navigating any aircraft on or over the Airport, whether such injury, death or damage is due to negligence or otherwise.

SECTION 11: GENERAL TERMS AND CONDITIONS

11.01 ADMINISTRATIVE HEARING. Disputes arising under or related to this Agreement shall be resolved by administrative hearing, which shall be conducted in accordance with the

procedures set forth in Denver Revised Municipal Code § 5-17. The Parties hereto agree that the determination resulting from said administrative hearing shall be final, subject only to the right of either party to file a request for reconsideration and/or appeal the determination under Colorado Rule of Civil Procedure, Rule 106; *provided*, that City shall retain its right to obtain an order of eviction in accordance with applicable state law. It is further agreed that no cause of action shall be brought against the City until there has been full compliance with the terms of this paragraph.

11.02 ADVERTISING AND PUBLIC DISPLAYS. Operator shall not install or have installed or allow to be installed upon or within the Operating Areas, without the prior written approval of the CEO or his authorized representative, which approval shall not be unreasonably withheld, conditioned or delayed, any sign on the Operating Areas, either lighted or unlighted, static or animated, poster, banners or other display of advertising media, including material supplied by manufacturers of merchandise offered for sale, as well as other types of display specified in the DEN Design Standards. Permission will not be granted for any advertising which fails to comply with DEN Design Standards or DEN Development Guidelines, or any advertising material, fixture or equipment which extends beyond the Operating Areas.

11.03 AGREEMENT BINDING UPON SUCCESSORS. This Agreement, subject to the provisions of the section entitled “Assignment,” shall be binding upon and extend to the heirs, personal representatives, successors and assigns of the respective parties hereto.

11.04 AGREEMENT SUBORDINATE TO AGREEMENTS WITH UNITED STATES. 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 development of the Airport or airport system. The provisions of the attached Appendix 1 are incorporated herein by reference.

11.05 AIRPORT SECURITY.

- A. Operator, its officers, authorized officials, employees, agents, subcontractors, and those under its control, shall comply with safety, operational, or security measures required of Operator or the City by the FAA or the Transportation Security Authority. If Operator, 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, Operator 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. Operator 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 Operator and/or its agents will be deducted directly from the invoice for that billing period.

- B. Operator 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 Operator.

11.06 AMERICANS WITH DISABILITIES ACT (“ADA”). Operator 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. Operator 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 Operator, its employees, agents or assigns may constitute a material breach of this Agreement. If requested by City, Operator shall engage a qualified disability consultant to review Operator’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 Operator shall remedy any noncompliance found by the qualified disability consultant as soon as practicable.

11.07 ASSIGNMENT. Operator covenants and agrees not to assign, pledge, transfer or sublet its rights in this Agreement, in whole or in part, nor grant any license or concession hereunder, except as otherwise provided herein, without the prior written consent of the CEO, which shall not be unreasonably withheld, conditioned, or delayed. Any attempt by the Operator, except as required herein, to assign or in any way transfer its interest in this Agreement, in whole or in part, without such prior written consent of the CEO shall, at the option of said CEO, automatically terminate this Agreement and all rights of the Operator hereunder. Such consent may be granted or denied at the sole and absolute discretion of the CEO.

11.08 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.

11.09 COLORADO OPEN RECORDS ACT.

- A. Operator 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 Operator 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 Operator asserts is confidential or otherwise exempt from disclosure. Any other provision of this Agreement notwithstanding, all materials, records, and information provided by Operator to the City shall be considered confidential by the City only to the extent provided in CORA, and Operator agrees that any disclosure of information by the City consistent with the provisions of CORA shall result in no liability of the City.
- B. 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 Operator of such request in order to give Operator the opportunity to object to the disclosure of any material

Operator may consider confidential, proprietary, or otherwise exempt from disclosure. In the event Operator 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, Operator agrees it will either waive any claim of privilege or confidentiality or intervene in such legal process to protect materials Operator does not wish disclosed. Operator 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 Operator'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.

11.10 CONFLICT OF INTEREST.

- A. Operator 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.
- B. 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 Operator 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, Operator 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.
- C. Operator has a continuing duty to disclose, in writing, any actual or potential conflicts of interest including work Operator is performing or anticipates performing for other entities on the same or interrelated project or tasks. Operator must disclose, in writing, any corporate transactions involving other companies that Operator 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 Operator 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.

11.11 COMPLIANCE WITH ALL LAWS AND REGULATIONS. Operator 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.

11.12 COMPLIANCE WITH PATENT, TRADEMARK AND COPYRIGHT LAWS.

- A. Operator 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. Operator 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 Operator prepares any documents which specify any material, equipment, process or procedure which is protected, Operator shall disclose such patents, trademarks and copyrights in such documents.
- B. Pursuant to Section 8, Operator 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 by Operator under this Agreement which infringes upon any patent, trademark or copyright protected by law.

11.13 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. Operator 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.

11.14 FORCE MAJEURE. Neither party hereto shall be liable to the other for any failure, delay or interruption in the performance of any of the terms, covenants or conditions of this Agreement due to causes which were not reasonably foreseeable and beyond the control of that party, including without limitation strikes, boycotts, labor disputes, embargoes, shortages of materials, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, floods, riots, rebellion, sabotage or any other circumstance for which such party is not responsible or which is not in its power to control, but in no event shall this paragraph be construed so as to allow Operator to reduce or abate its obligation to pay the rent or compensation as provided herein.

11.15 GOVERNING LAW; VENUE. 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. Venue for any action that may be filed in court shall be in the Colorado District Court in and for the City and County of Denver.

11.16 INCONVENIENCES DURING CONSTRUCTION. Operator recognizes that from time to time during the Term of this Agreement, it may be necessary for City to commence or complete extensive programs of construction, expansion, relocation, maintenance and repair in order that the Airport and its facilities may be completed and operated in accordance with any present or future master layout plan, and that such construction, expansion, relocation, maintenance and repair may inconvenience the Operator in its operation at the Airport. Operator agrees that no liability shall attach to City, its officers, agents, employees, contractors,

subcontractors and representatives by way of such inconveniences, and Operator waives any right to claim damages or other consideration therefrom.

11.17 INDEPENDENT CONTRACTOR. The Parties agree that the status of Operator 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 Operator or its personnel are employees or officers of the City under D.R.M.C. Chapter 18 for any purpose whatsoever.

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

11.19 NO DISCRIMINATION IN EMPLOYMENT. In connection with the performance of work under the Agreement, the Operator 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 Operator shall insert the foregoing provision in all subcontracts.

11.20 NON-EXCLUSIVE RIGHTS. The City reserves the right to grant other operators similar licenses with similar terms and conditions. Operator understands and agrees that its right to operate Charging Stations or similar services at the Airport is not exclusive, but Operator will be the exclusive Charging Station operator on the Operating Areas.

11.21 PARAGRAPH HEADINGS. The paragraph headings herein are for convenience in reference only and are not intended to define or limit the scope of any provision of this Agreement.

11.22 PATENTS AND TRADEMARKS. Operator represents that it is the owner of or fully authorized to use any and all services, processes, machines, articles, marks, names or slogans used by it in its operations under this Agreement. Operator agrees to save and hold harmless the City, its officers, employees, agents and representatives from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright arising from any alleged or actual unfair competition or other similar claim arising out of the operations of Operator under this Agreement.

11.23 SENSITIVE SECURITY INFORMATION. Operator acknowledges that, in the course of performing its work under this Agreement, Operator 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. Operator 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.

11.24 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.

11.25 SMOKING POLICY. Operator 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.

11.26 THIRD PARTIES. This Agreement shall not be deemed to confer upon any third party or parties (except parties to whom the Operator may assign this Agreement in accordance with the terms hereof, and except any successor to the City) any right to claim damages or to bring any action or proceeding against either the City or the Operator because of any breach hereof or because of any of the terms, covenants, agreements and conditions herein.

11.27 USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS. Operator 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 Operator from City facilities or participating in City operations.

11.28 WAIVERS. No failure of City to insist upon the strict performance of a term, covenant or agreement contained in this Agreement. no failure by City to exercise any right or remedy under this Agreement, and no acceptance of full or partial payment during the continuance of any default by Operator shall constitute a waiver of any such term, covenant or agreement or a waiver of any such right or remedy or a waiver of any default by Operator.

11.29 NOTICES. All notices required to be given to the City or Operator hereunder shall be in writing and sent by certified mail, return receipt requested, to:

City: CEO of Denver International Airport
8500 Pena Boulevard, 9th Floor
Denver, Colorado 80249-6340

With a copy to:

DEN Sustainability
Denver International Airport
8500 Pena Boulevard, 7th Floor
Denver, Colorado 80249-6340

DEN Parking and Commercial Transportation

Denver International Airport
8500 Pena Boulevard, 6th Floor
Denver, Colorado 80249-6340

Operator: EVerged, LLC
8000 Towers Crescent, 13th Fl.
Vienna, Virginia 22182

Jeffrey Smith
703-332-9123
jwsmith@everged.com

Either party hereto may designate in writing from time to time the address of substitute or supplementary persons within the State of Colorado to receive such notices. The effective date of service of any such notice shall be the date such notice is mailed or delivered to Operator or CEO.

11.30 ENTIRE AGREEMENT. The parties agree that the provisions herein constitute the entire agreement and that all representations made by any officer, agent or employee of the respective parties unless included herein are null and void and of no effect. No amendments, unless expressly reserved to the CEO herein, shall be valid unless executed by an instrument in writing by all the parties with the same formality as this Agreement.

11.31 CONTRACT DOCUMENTS; ORDER OF PRECEDENCE:

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

Appendix 1: Standard Federal Assurances
Exhibit A: Scope of Work
Exhibit B: Operating Areas
Exhibit C: Insurance Requirements
Exhibit D: Prevailing Wage

B. **Order of Precedence.** In the event of an irreconcilable conflict between a provision of Articles 1 through 11 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 1
Articles 1 through 11 hereof
Exhibit A
Exhibit B
Exhibit C
Exhibit D

11.32 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 Operator 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.

[END OF AGREEMENT; SIGNATURES, APPENDIX, AND EXHIBITS FOLLOW]

Contract Control Number:
Contractor Name:

PLANE-202474390-00
EVERGED LLC

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

Attorney for the City and County of Denver

By: _____

REGISTERED AND COUNTERSIGNED:

By: _____

By: _____

Contract Control Number:
Contractor Name:

PLANE-202474390-00
EVERGED LLC

By: _____

Signed by:


7EDD34D6A395425...

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

APPENDIX NO. 1
Standard Federal Assurances and Nondiscrimination

FEDERAL AVIATION ADMINISTRATION REQUIRED CONTRACT PROVISIONS

Federal laws and regulations require that recipients of federal assistance (e.g. Airport Sponsors) include specific contract provisions in certain contracts, requests for proposals, or invitations to bid.

Certain provisions must be included in all sponsor contracts, regardless of whether or not the contracts are federally funded. This requirement was established when a sponsor accepted the Airport Improvement Program (AIP) grant assurances.

As used in these contract provisions, “Sponsor” means the City and County of Denver, Department of Aviation, and “Contractor,” “Tenant,” or “Consultant” means the Party of the Second Part as set forth in the Contract, Lease, or Agreement to which this Appendix is attached.

These provisions come from FAA guidance: Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects, issued May 24, 2024

ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner’s notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed

with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

GENERAL CIVIL RIGHTS PROVISIONS

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

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

If the Contractor transfers its obligation to another, the transferee is obligated in the same manner as the Contractor.

The above provision obligates the Contractor for the period during which the property is owned, used or possessed by the Contractor and the airport remains obligated to the Federal Aviation Administration.

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 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);

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

Compliance with Nondiscrimination Requirements:

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

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the

contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

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.

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation

to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceed \$150,000.

EXHIBIT A, Contract 202474390-00: EV Charging Scope of Work

Denver International Airport (“**DEN**” or the “**Airport**”) is seeking to increase the number of public and employee electric vehicle (“**EV**”) charging stations available at the Airport. DEN has adopted the City and County of Denver’s greenhouse gas (“**GHG**”) emissions target of net zero emissions by 2040. While these reduction targets are specific to Scope 1 (direct emissions from sources that DEN controls) and Scope 2 emissions (indirect emissions from purchased energy), DEN is also committed to reducing Scope 3 emissions (indirect emissions within DEN’s value chain.) Meeting these ambitious targets will require a significant increase in EV adoption rates. This contract seeks to expand EV charging availability at DEN by developing a partnership to leverage Airport property.

The selected contractor is EVerged LLC (“**EVerged**”), who will design, install, operate, and maintain publicly accessible EV charging infrastructure on Airport property at low or no cost to the Airport. Sites may include public parking lots and garages, employee-specific parking areas, and other developed and undeveloped areas determined to be advantageous locations for charging.

- Denver International Airport will be responsible for:
 - Pre-vetting of Airport-owned sites;
 - Enforcing proper use of EV only parking spots;
 - Promoting EVSE and educating the community on the importance of transition to electric mobility;
 - Leading stakeholder communication with external parties to facilitate the successful deployment of EV charging at DEN; and
 - Maintenance of parking spaces (*e.g.*, paving, street sweeping, snow removal, waste management).
- EVerged will be responsible for the following services:
 - System design and planning for turnkey solutions for EV charging stations (Level 1, Level 2 or DC fast charging) including all necessary related infrastructure. DEN is seeking the right number of chargers, at the right charging level, in the right location, for the right use;
 - Level 1 or derated Level 2 charging in long-term and employee parking garages and lots. This need is based on the long dwell times in DEN parking lots by passengers (multiple days) and employees (6-8 hours +);
 - Additional Level 3 charging in key locations for a traveler who comes back to a low battery;
 - Funding all or part of the charging infrastructure, which may include electrical infrastructure, hardware, network, installation costs and materials, depending on proposed business model;
 - Furnish, install, and potentially own EV charging stations and any necessary related infrastructure on DEN-owned property. Note that the electrical infrastructure will be owned by the Airport and/or XCEL, while charging infrastructure will be owned by EVerged;
 - Cover all costs associated with installation, maintenance, and electricity (kW and kWh) for the EVSE;
 - Provide proper EV parking signage and reconfiguration of any parking stalls for EV parking with guidance from DEN teams (Communications and Marketing, Ground Transportation/Parking);
 - Comply with all permitting, Americans with Disabilities Act (“**ADA**”) considerations and DEN parking requirements;
 - Oversee or coordinate operations, maintenance, and customer services for the charging stations through a turnkey solution as described herein. DEN requires that this will include:
 - Hardware uptime and availability requirements of 97%+ annually (or another proposed performance metric – with justification);
 - Tier 1 and Tier 2 customer service and maintenance including an 800-number for drivers and parking personnel;
 - A 24-hour response window for reported issues requiring repair where the outcome is full repair or a plan of action for the repair expected, within reason;
 - Conformance to Open Charge Point Protocol (OCPP) v1.6 or later;
 - Open charger access without membership requirement;
 - Selected location-based exclusivity to EVSE vendors for the Term of the Agreement; and

- Options for EVSE when the agreement expires (*e.g.*, charging unit removal, transfer of ownership, contract renewal options).
 - Grant support:
 - Identify grant opportunities for EV charging infrastructure; and
 - Work with DEN staff to prepare grant applications to drive delivery of infrastructure expansion goals
- Revenue:
 - The pricing structure will be set by the EVSE provider, with the understanding that pricing structure may be changed over the course of the project. DEN requests that the pricing remain less than the equivalent cost to fuel gasoline vehicle and competitive with the typical market charging prices in the area. DEN also requires that the vendor provide notification and an opportunity for comment 30 days in advance of any pricing change.
 - Charging locations in employee lots will have a lower, cost recovery-based fee compared to public facing chargers.
 - Varied funding models based on DEN's willingness to contribute upfront investment, available grant funds, revenue generation at specific sites, *etc.*, should be discussed and considered prior to any task being issued. For example:
 - Level 3 site that has high usage could be paid for by the contractor and a level of revenue share would be agreed upon
 - Level 2 site for employee use with low usage could be paid for by DEN and a level of revenue share would be agreed upon
 - Derated level 2 site for public use could be paid for by a mix of grants, DEN investment, and a level of revenue share would be agreed upon
- Reporting
 - Vendor shall provide DEN with a detailed quarterly report to include the following information, and other information that may be reasonable requested by DEN from time to time:
 - Total Transactions
 - Total KWH use
 - Cost per KWH showing margin, commodity rate, and other expenses
 - Hardware uptime and availability
 - Customer service statistics
 - Response time for repair and maintenance
 - Operating issues, if any
 - Additional items identified by DEN or Contractor
 - Online access: Once available, Vendor will provide DEN with secure, online access to shared files and reports.
 - Share data either continuously or at regular intervals (at least quarterly) with DEN, including usage statistics and demographic data.

SITES FOR CONSIDERATION

- Denver International Airport is proposing specific sites for EVSE installation. A list of potential EVSE sites is included below and may be further vetted (and adjusted) over time:
 - Public facing locations:
 - Current Cell Phone Lot
 - Future Cell Phone Lot
 - East Garage
 - West Garage

- East Economy
 - West Economy
 - Pikes Peak
- Employee facing locations:
 - Landside
 - Maintenance
 - East City Employee
 - West City Employee

Throughout the contract term, additional sites may be identified. Sites should be phased based on electrical capacity availability, funding models, parking lot changes, and other evolving circumstances.

EXHIBIT B: OPERATING AREAS/EV CHARGING LOCATIONS

The EV Charging locations exhibit is contained immediately following this page.

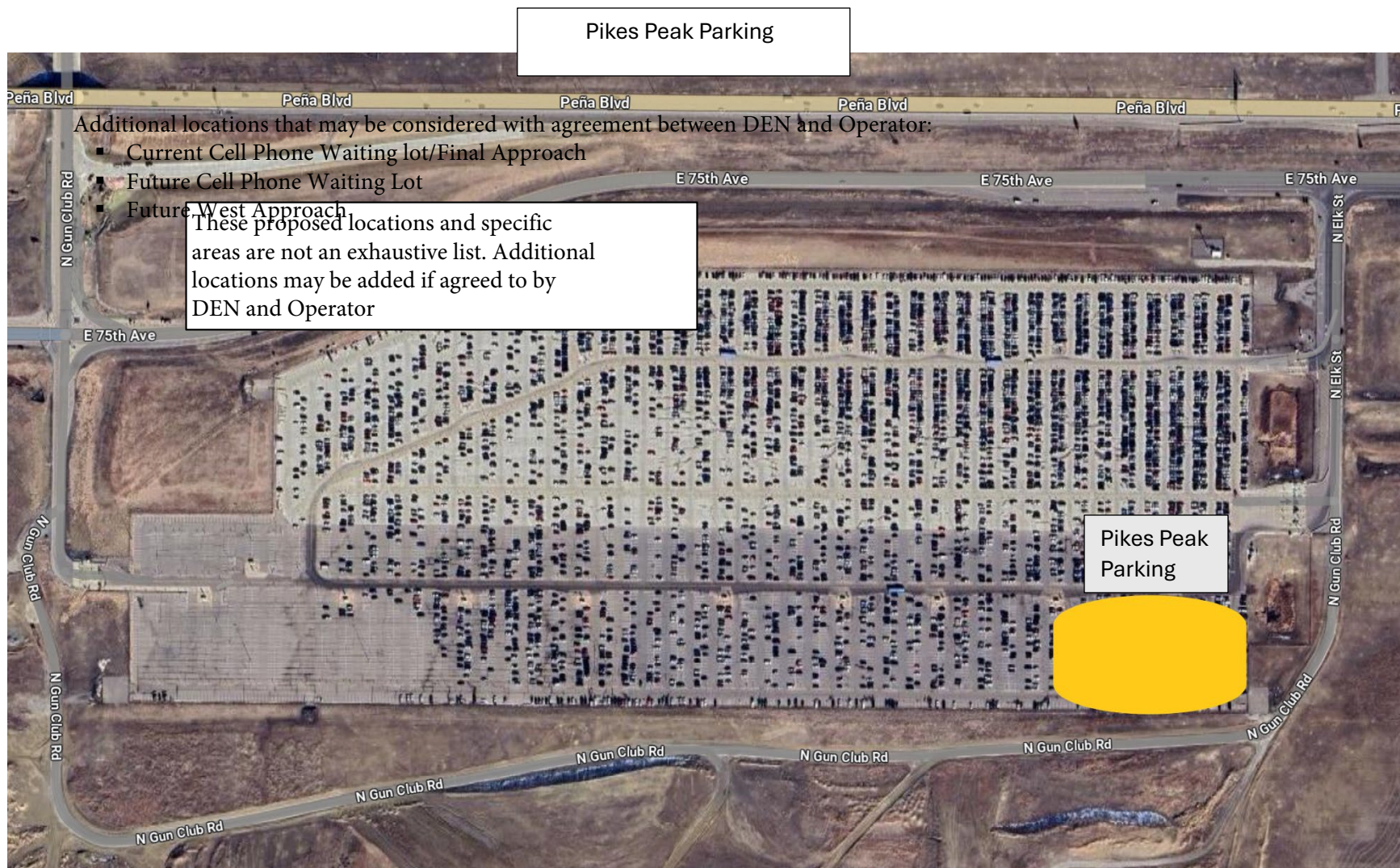


- Employee
- Public

These proposed locations and specific areas are not an exhaustive list. Additional locations may be added if agreed to by DEN and Operator







Additional locations that may be considered with agreement between DEN and Operator:

- Current Cell Phone Waiting lot/Final Approach
- Future Cell Phone Waiting Lot
- Future West Approach
- Future locations as determined

EXHIBIT C

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

A. Certificate Holder and Submission Instructions

Contractor must provide a Certificate of Insurance as follows:

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

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

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

B. Defined Terms

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

C. Coverages and Limits

1. Commercial General Liability

Contractor shall maintain insurance coverage including bodily injury, property damage, personal injury, advertising injury, independent contractors, and products and completed operations in minimum limits of \$1,000,000 each occurrence, \$2,000,000 products and completed operations aggregate; if policy contains a general aggregate, a minimum limit of \$2,000,000 annual “per 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 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. Contractors Pollution Liability: **REMOVE IF NOT PERTINENT PER SCOPE OF WORK.**

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

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

During the duration of the construction, environmental remediation, or tenant buildout activity, Contractor shall provide, coverage on a Completed Value Replacement Cost Basis, including value of subsequent modifications, change orders, and cost of material supplied or installed by others, comprising total value of the entire project at the site. Such insurance shall:

 - a. apply from the time any covered property becomes the responsibility of the Contractor, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, or awaiting installation, whether on or off site;
 - b. be maintained until formal acceptance of the project by DEN or the placement of permanent property insurance coverage, whichever is later;
 - c. include interests of the City and if applicable, affiliated, or associate entities, the General Contractor, subcontractors, and sub-tier contractors in the project;
 - d. be written on a Special Completed Value Covered Cause of Loss form and shall include theft, vandalism, malicious mischief, collapse, false-work, temporary buildings, transit, debris removal,

- demolition, increased cost of construction, flood (including water damage), earthquake, and if applicable, all below and above ground structures, piping, foundations including underground water and sewer mains, pilings including the ground on which the structure rests and excavation, backfilling, filling and grading;
 - e. include a Beneficial Occupancy Clause, specifically permitting occupancy of the building during construction. Commercial Operator shall take reasonable steps to obtain consent of the insurer and delete any provisions with regard to restrictions within any Occupancy Clauses within the Builder's Risk Policy; include Equipment Breakdown Coverage (a.k.a. Boiler & Machinery), if appropriate, which shall specifically cover insured equipment during installation and testing (including cold and hot testing).
6. **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.
 7. **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.
 8. **Cyber Insurance**
Contractor shall maintain a minimum limit of \$1,000,000 per occurrence and \$1,000,000 annual policy aggregate covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion, and network security.
 9. **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.
 10. **Unmanned Aerial Vehicle (UAV) Liability:**
If Contractor desires to use drones in any aspect of its work or presence on DEN premises, the following requirements must be met prior to commencing any drone operations:
 - a. Express written permission must be granted by DEN.
 - b. Express written permission must be granted by the Federal Aviation Administration (FAA).
 - c. Drone equipment must be properly registered with the FAA.
 - d. Drone operator(s) must be properly licensed by the FAA.
 - e. Contractor must maintain UAV Liability including flight coverage, personal and advertising injury liability, and hired/non-owned UAV liability for its commercial drone operations with a limit no less than \$1,000,000 combined single limit each occurrence for bodily injury and property damage.

11. Excess/Umbrella Liability

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

D. Reference to Project and/or Contract

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

E. Additional Insured

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

F. Waiver of Subrogation

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

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

G. Notice of Material Change, Cancellation or Nonrenewal

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

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

H. Cooperation

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

I. Additional Provisions

1. Deductibles or any type of retention are the sole responsibility of the Contractor.
2. Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance.
3. Coverage required may not contain an exclusion related to operations on airport premises.
4. A severability of interests or separation of insureds provision (no insured vs. insured exclusion) is included

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

J. Part 230 and the DEN Airport Rules and Regulations

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

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. **Work contemplated under this Agreement by Contractor is NOT included 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 part 1 (of 2): Contract 202474390-00



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

TO: All Users of the City and County of Denver Prevailing Wage Schedules
FROM: Luis Osorio Jimenez, Prevailing Wage Administrator
DATE: February 26, 2024
SUBJECT: Latest Change to Prevailing Wage Schedules

The effective date for this publication will be, **Monday, February 26, 2024**, and applies to the City and County of Denver for **HEAVY CONSTRUCTION PROJECTS** (does not include residential construction consisting of single family homes and apartments up to and including 4 stories) in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO 20240002
Superseded General Decision No. CO 20230002
Modification No. 1
Publication Date: 2/23/2024
(9 pages)

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

Attachments as listed above.

In accordance to the amendment of Section 20-76, Division 3, Article IV, Chapter 20 of the Denver Revised Municipal Code enacted on Aug 21st, 2023, the Prevailing Wage Administrator is authorized to approve and adjust all Davis Bacon classifications under \$18.29 to comply with the city's minimum wage.

"General Decision Number: CO20240002 02/23/2024

Superseded General Decision Number: CO20230002

State: Colorado

Construction Type: Heavy

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

HEAVY CONSTRUCTION PROJECTS

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

Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered	. Executive Order 14026
into on or after January 30,	generally applies to the
2022, or the contract is	contract.
renewed or extended (e.g., an	. The contractor must pay
option is exercised) on or	all covered workers at
after January 30, 2022:	least \$17.20 per hour (or
	the applicable wage rate
	listed on this wage

Additional information on contractor requirements and worker

protections under the Executive Orders is available at
<http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	02/23/2024

* ASBE0028-001 01/01/2024

	Rates	Fringes
Asbestos Workers/Insulator (Includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems).....	\$ 32.98	16.47

BRCO0007-004 01/01/2023

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

	Rates	Fringes
BRICKLAYER.....	\$ 34.18	10.86

BRCO0007-006 05/01/2023

EL PASO AND PUEBLO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 31.89	13.70

ELEC0012-011 09/01/2023

PUEBLO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 31.90	14.96

ELEC0068-001 06/01/2023

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

	Rates	Fringes
ELECTRICIAN.....	\$ 43.20	18.38

ELEC0111-001 09/01/2023

	Rates	Fringes
Line Construction:		
Groundman.....	\$ 24.61	21.25%+7.40
Line Equipment Operator.....	\$ 39.77	21.25%+7.40
Lineman and Welder.....	\$ 55.22	24.25%+7.40

* ELEC0111-007 01/01/2023

MESA COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 27.10	12.62

ELEC0113-002 06/01/2023

EL PASO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 35.70	17.52

 ENGI0009-001 05/01/2023

	Rates	Fringes
Power equipment operators:		
Blade: Finish.....	\$ 34.58	14.25
Blade: Rough.....	\$ 34.05	14.25
Bulldozer.....	\$ 34.05	14.25
Cranes: 50 tons and under..	\$ 34.77	14.25
Cranes: 51 to 90 tons.....	\$ 35.07	14.25
Cranes: 91 to 140 tons.....	\$ 36.27	14.25
Cranes: 141 tons and over...	\$ 38.63	14.25
Forklift.....	\$ 33.62	14.25
Mechanic.....	\$ 34.58	14.25
Oiler.....	\$ 33.19	14.25
Scraper: Single bowl under 40 cubic yards.....	\$ 34.21	14.25
Scraper: Single bowl, including pups 40 cubic yards and over and tandem bowls.....	\$ 34.41	14.25
Trackhoe.....	\$ 34.21	14.25

 IRON0024-003 11/01/2023

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 37.23	22.84
Structural		

 LABO0086-001 05/01/2009

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

 PLUM0003-005 06/01/2023

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

	Rates	Fringes
PLUMBER.....	\$ 48.23	19.77

PLUM0058-002 07/01/2023		

EL PASO COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 43.90	16.83

PLUM0058-008 07/01/2023		

PUEBLO COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 43.90	16.83

PLUM0145-002 07/01/2023		

MESA COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 37.57	14.93

PLUM0208-004 06/02/2023		

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

Rates	Fringes
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PIPEFITTER.....	\$ 44.56	19.72
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SHEE0009-002 07/01/2023

	Rates	Fringes
Sheet metal worker.....	\$ 38.47	20.83

TEAM0455-002 07/01/2023

	Rates	Fringes
Truck drivers:		
Pickup.....	\$ 25.46	4.77
Tandem/Semi and Water.....	\$ 26.09	4.77

* SUCO2001-006 12/20/2001

	Rates	Fringes
BOILERMAKER.....	\$ 18.29	
Carpenters:		
Form Building and Setting...	\$ 16.97 **	2.74
All Other Work.....	\$ 15.14 **	3.37
Cement Mason/Concrete Finisher...	\$ 17.31	2.85
IRONWORKER, REINFORCING.....	\$ 18.83	3.90

Laborers:		
Common.....	\$ 18.29 **	2.92
Flagger.....	\$ 18.29 **	3.80
Landscape.....	\$ 18.29 **	3.21

Painters:		
Brush, Roller & Spray.....	\$ 15.81 **	3.26

Power equipment operators:		
Backhoe.....	\$ 16.36 **	2.48
Front End Loader.....	\$ 17.24	3.23

Skid Loader.....	\$ 15.37 **	4.41

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

**Office of the Prevailing Wage
Administrator for Supplemental Rates
(Specific to Denver projects)
Revision Date 01-01-2024**

Classification		Base	Fringe
Ironworker	Ornamental	\$24.80	\$10.03
Laborer	Group 1	\$18.18	\$8.27
	Group 2	\$21.59	\$8.61
Laborer (Common)		\$18.29	\$2.92
Laborer (Flagger)		\$18.29	\$3.80
Laborer (Landscape)		\$18.29	\$3.21
Laborer (Janitor)	Janitor/Yardmen	\$17.68	\$8.22
Laborer (Asbestos)	Removal of Asbestos	\$21.03	\$8.55
Laborer (Tunnel)	Group 1	\$18.53	\$8.30
	Group 2	\$18.63	\$8.31
	Group 3	\$19.73	\$8.42
	Group 4	\$21.59	\$8.61
	Group 5	\$19.68	\$8.42
Line Construction	Lineman, Gas Fitter/Welder	\$36.88	\$9.55
	Line Eq Operator/Line Truck Crew	\$25.74	\$8.09
Millwright		\$28.00	\$10.00
Power Equipment Operator	Group 1	\$22.97	\$10.60
	Group 2	\$23.32	\$10.63
	Group 3	\$23.67	\$10.67
	Group 4	\$23.82	\$10.68
	Group 5	\$23.97	\$10.70
	Group 6	\$24.12	\$10.71
	Group 7	\$24.88	\$10.79
Power Equipment Operator (Tunnels above and below ground, shafts and raises):	Group 1	\$25.12	\$10.81
	Group 2	\$25.47	\$10.85
	Group 3	\$25.57	\$10.86
	Group 4	\$25.82	\$10.88
	Group 5	\$25.97	\$10.90
	Group 6	\$26.12	\$10.91
	Group 7	\$26.37	\$10.94
Truck Driver	Group 1	\$18.42	\$10.00
	Group 2	\$19.14	\$10.07
	Group 3	\$19.48	\$10.11
	Group 4	\$20.01	\$10.16
	Group 5	\$20.66	\$10.23
	Group 6	\$21.46	\$10.31

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

Exhibit D part 2 (of 2): Contract 202474390-00

City and County of Denver



TIMOTHY M. O'BRIEN, CPA
AUDITOR

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

TO: All Users of the City and County of Denver Prevailing Wage Schedules
FROM: Luis Osorio Jimenez, Prevailing Wage Administrator
DATE: June 12, 2024
SUBJECT: Latest Change to Prevailing Wage Schedules

The effective date for this publication will be, **Wednesday, June 12, 2024**, and applies to the City and County of Denver for **HIGHWAY CONSTRUCTION PROJECTS** (does not include residential construction consisting of single family homes and apartments up to and including 4 stories) in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO 20240009
Superseded General Decision No. CO 20230009
Modification No. 1
Publication Date: 5/31/2024
(9 pages)

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

Attachments as listed above.

In accordance to the amendment of Section 20-76, Division 3, Article IV, Chapter 20 of the Denver Revised Municipal Code enacted on Aug 21st, 2023, the Prevailing Wage Administrator is authorized to approve and adjust all Davis Bacon classifications under \$18.29 to comply with the city's minimum wage. Contractors will also have to comply with the established Minimum Wage of \$18.29 for all apprentice classifications as base rate. Fringes will be added in to the base rate amount.

"General Decision Number: CO20240009 05/31/2024

Superseded General Decision Number: CO20230009

State: Colorado

Construction Type: Highway

Counties: Denver and Douglas Counties in Colorado.

HIGHWAY CONSTRUCTION PROJECTS

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

Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered	. Executive Order 14026
into on or after January 30,	generally applies to the
2022, or the contract is	contract.
renewed or extended (e.g., an	. The contractor must pay
option is exercised) on or	all covered workers at
after January 30, 2022:	least \$18.29 per hour (or
	the applicable wage rate

	listed on this wage
	determination, if it is
	higher) for all hours
	spent performing on the
	contract in 2024.
<hr/>	
If the contract was awarded on	. Executive Order 13658
or between January 1, 2015 and	generally applies to the
January 29, 2022, and the	contract.
contract is not renewed or	. The contractor must pay
all	covered workers at least
extended on or after January	\$18.29 per hour (or the
30, 2022:	applicable wage rate
listed	on this wage
determination,	if it is higher) for all
	hours spent performing on
	that contract in 2024.
<hr/>	

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

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

Modification Number	Publication Date
0	01/05/2024
1	05/31/2024

* CARP9901-008 05/01/2024

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 33.11	12.10

ELEC0068-016 03/01/2011		

	Rates	Fringes
TRAFFIC SIGNALIZATION:		
Traffic Signal Installation		
Zone 1.....	\$ 26.42	4.75%+8.68
Zone 2.....	\$ 29.42	4.75%+8.68

TRAFFIC SIGNAL INSTALLER ZONE DEFINITIONS

Zone 1 shall be a 35 mile radius, measured from the following addresses in each of the following cities:
Colorado Springs - Nevada & Bijou
Denver - Ellsworth Avenue & Broadway
Ft. Collins - Prospect & College
Grand Junction - 12th & North Avenue
Pueblo - I-25 & Highway 50
All work outside of these areas shall be paid Zone 2 rates.

ENGI0009-008 05/01/2023

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		

(3)-Hydraulic Backhoe (Wheel Mounted, under 3/4 yds), Hydraulic Backhoe (Backhoe/Loader combination), Drill Rig Caisson (smaller than Watson 2500 and similar), Loader (up to and including 6 cu. yd.).....\$ 33.14	14.20
(3)-Loader (under 6 cu. yd.) Denver County.....\$ 33.14	14.20
(3)-Motor Grader (blade- rough) Douglas County.....\$ 33.19	14.20
(4)-Crane (50 tons and under), Scraper (single bowl, under 40 cu. yd).....\$ 33.83	14.20
(4)-Loader (over 6 cu. yd) Denver County.....\$ 33.30	14.20
(5)-Drill Rig Caisson (Watson 2500 similar or larger), Crane (51-90 tons), Scraper (40 cu.yd and over),.....\$ 33.48	14.20
(5)-Motor Grader (blade- finish) Douglas County.....\$ 33.65	14.20
(6)-Crane (91-140 tons).....\$ 35.28	14.20

* SUCO2011-004 09/15/2011

	Rates	Fringes
CARPENTER (Excludes Form Work)...	\$ 19.27	5.08
CEMENT MASON/CONCRETE FINISHER		
Denver.....	\$ 20.18	5.75
Douglas.....	\$ 18.75	3.00
ELECTRICIAN (Excludes Traffic Signal Installation).....	\$ 35.13	6.83

FENCE ERECTOR (Excludes Link/Cyclone Fence Erection).....	\$ 18.29 **	3.20
GUARDRAIL INSTALLER.....	\$ 18.29 **	3.20
HIGHWAY/PARKING LOT STRIPING:Painter		
Denver.....	\$ 18.29 **	3.21
Douglas.....	\$ 18.29 **	3.21
IRONWORKER, REINFORCING (Excludes Guardrail Installation).....	\$ 55.25 **	3.65
IRONWORKER, STRUCTURAL (Includes Link/Cyclone Fence Erection, Excludes Guardrail Installation).....	\$ 55.25	3.65
LABORER		
Asphalt Raker.....	\$ 18.29 **	4.25
Asphalt Shoveler.....	\$ 21.21	4.25
Asphalt Spreader.....	\$ 18.58	4.65
Common or General		
Denver.....	\$ 18.29 **	6.77
Douglas.....	\$ 18.29 **	4.25
Concrete Saw (Hand Held)....	\$ 18.29 **	6.14
Landscape and Irrigation....	\$ 18.29 **	3.16
Mason Tender-		
Cement/Concrete		
Denver.....	\$ 18.29 **	4.04
Douglas.....	\$ 18.29 **	4.25
Pipelayer		
Denver.....	\$ 18.29 **	2.41
Douglas.....	\$ 18.29 **	2.18
Traffic Control (Flagger)...	\$ 18.29 **	3.05
Traffic Control (Sets Up/Moves Barrels, Cones, Install Signs, Arrow Boards and Place Stationary Flags) (Excludes Flaggers).....	\$ 18.29	
8.72		
Douglas.....	\$ 23.67	8.47

Asphalt Paver		
Denver.....	\$ 24.97	6.13
Douglas.....	\$ 25.44	3.50
Asphalt Roller		
Denver.....	\$ 23.13	7.55
Douglas.....	\$ 23.63	6.43
Asphalt Spreader.....	\$ 22.67	8.72
Backhoe/Trackhoe		
Douglas.....	\$ 23.82	6.00
Bobcat/Skid Loader.....	\$ 18.29 **	4.28
Boom.....	\$ 22.67	8.72
Broom/Sweeper		
Denver.....	\$ 22.47	8.72
Douglas.....	\$ 22.96	8.22
Bulldozer.....	\$ 26.90	5.59
Concrete Pump.....	\$ 21.60	5.21
Drill		
Denver.....	\$ 20.48	4.71
Douglas.....	\$ 20.71	2.66
Forklift.....	\$ 18.29 **	4.68
Grader/Blade		
Denver.....	\$ 22.67	8.72
Guardrail/Post Driver.....	\$ 18.29 **	4.41
Loader (Front End)		
Douglas.....	\$ 21.67	8.22
Mechanic		
Denver.....	\$ 22.89	8.72
Douglas.....	\$ 23.88	8.22
Oiler		
Denver.....	\$ 23.73	8.41
Douglas.....	\$ 24.90	7.67
Roller/Compactor (Dirt and Grade Compaction)		
Denver.....	\$ 20.30	5.51
Douglas.....	\$ 22.78	4.86
Rotomill.....	\$ 18.29 **	4.41
Screed		
Denver.....	\$ 22.67	8.38
Douglas.....	\$ 29.99	1.40
Tractor.....	\$ 18.29 **	2.95
TRAFFIC SIGNALIZATION:		
Groundsman		
Denver.....	\$ 18.29	3.41

Douglas.....	\$ 18.67	7.17
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TRUCK DRIVER

Distributor

Denver.....	\$ 18.29	5.82
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Douglas.....	\$ 18.29 **	5.27
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Dump Truck

Denver.....	\$ 18.29 **	5.27
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Douglas.....	\$ 18.29 **	5.27
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Lowboy Truck.....	\$ 18.29	5.27
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Mechanic.....	\$ 26.48	3.50
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Multi-Purpose Specialty &

Hoisting Truck

Denver.....	\$ 18.29	3.17
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Douglas.....	\$ 20.05	2.88
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Pickup and Pilot Car

Denver.....	\$ 18.29 **	3.77
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Douglas.....	\$ 18.29 **	3.68
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Semi/Trailer Truck.....	\$ 18.39	4.13
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Truck Mounted Attenuator....	\$ 18.29 **	3.22
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Water Truck

Denver.....	\$ 26.27	5.27
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Douglas.....	\$ 19.46	2.58
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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

**Office of the Prevailing Wage
Administrator for Supplemental Rates
(Specific to Denver projects)
Revision Date 01-01-2024**

Classification		Base	Fringe
Guard Rail Installer		\$18.29	\$3.20
Highway Parking Lot Striping: Painter		\$18.29	\$3.21
Ironworker (Ornamental)		\$26.05	\$12.00
Laborer	Removal of Asbestos	\$21.03	\$8.55
Laborer (Landscape & Irrigation)		\$18.29	\$3.16
Laborer: Traffic Control (Flagger)		\$18.29	\$3.05
Laborer: Stationary Flags (excludes Flaggers)		\$18.29	\$3.22
Line Construction	Lineman, Gas Fitter/Welder	\$36.88	\$9.55
	Line Eq Operator/Line Truck Crew	\$25.74	\$8.09
Millwright		\$28.00	\$10.00
Pipefitter		\$30.45	\$12.85
Plumber		\$30.19	\$13.55
Power Equipment Operator (Tunnels Above and Below Ground, shafts and raises):	Group 1	\$25.12	\$10.81
	Group 2	\$25.47	\$10.85
	Group 3	\$25.57	\$10.86
	Group 4	\$25.82	\$10.88
	Group 5	\$25.97	\$10.90
	Group 6	\$26.12	\$10.91
	Group 7	\$26.37	\$10.94
Power Equipment Operator	Group 1	\$22.97	\$10.60
	Group 2	\$23.32	\$10.63
	Group 3	\$23.67	\$10.67
	Group 4	\$23.82	\$10.68
	Group 5	\$23.97	\$10.70
	Group 6	\$24.12	\$10.71
	Group 7	\$24.88	\$10.79
Truck Driver	Group 1	\$18.42	\$10.00
	Group 2	\$19.14	\$10.07
	Group 3	\$19.48	\$10.11
	Group 4	\$20.01	\$10.16
	Group 5	\$20.66	\$10.23
	Group 6	\$21.46	\$10.31
Truck Driver: Truck Mounted Attenuator		\$18.29	\$3.22

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