

## **CONTRACT**

**THIS CONTRACT**, is made and entered into as of the date stated on the signature page ("Effective Date"), by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado ("City"), Party of the First Part, and **WHAYNE AND SONS ENTERPRISES INC. (dba WHAYNE ENTERPRISES)**, a Corporation authorized to do business in Colorado ("Contractor"), Party of the Second Part.

### **WITNESSETH:**

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

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

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

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

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

### **SECTION 1 – DEFINITIONS**

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

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

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

#### **1.02 CONTRACT ADMINISTRATOR**

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

### 1.03 CONTRACT DOCUMENTS

It is agreed by the parties hereto that the following list of instruments, drawings and documents which are attached hereto and bound herewith or incorporated herein by reference constitute and shall be referred to either as the Contract Documents or the Contract between the parties hereto, and they are as fully a part of this agreement as if they were set out verbatim and in full herein:

Appendices	Federal Assurances
Exhibit A	Scope of Work
Exhibit C	City and County of Denver Insurance Certificate
Exhibit D	Payment and Performance Bond
Exhibit F	Prevailing Wage Rate Schedule
Exhibit G	Executive Order 136 Non-displacement of Qualified Workers under City Service Contracts

### 1.04 CONTRACTOR EMPLOYEE; CONTRACTOR PERSONNEL

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

### 1.05 CHIEF EXECUTIVE OFFICER

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

## **SECTION 2 – SCOPE OF WORK**

### 2.01 SCOPE OF WORK

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

### 2.02 MANNER OF WORK

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

B. Professional Responsibility: The Contractor shall faithfully perform the Scope of Work required under this Agreement in accordance with standards of care, skill, expertise,

training, diligence and judgment customarily exercised by highly competent professionals who perform work of a similar nature to the work described in this Agreement.

C. Diligence: The Contractor acknowledges that time is of the essence in the performance of its services under this agreement and that the City of Denver may suffer damages if the Project is delayed as a result of the Contractor's failure to provide its services in a timely and diligent manner. Contractor shall perform the work described herein in a timely manner and as directed by the Senior Vice President or his or her authorized representatives.

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

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

## **2.03 COORDINATION AND LIAISON**

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

## **2.04 PREPARATION FOR ASSUMPTION OF RESPONSIBILITY**

Preparatory actions by the Contractor shall include, but are not limited to, setting up its office at DIA and hiring and training its personnel. In order to conduct an orderly transition, the Contractor will obtain, at least seven (7) calendar days prior to commencement of the Contractor's operations under this Contract, all badges, clearances and/or driver's licenses which are required for such person's job classification as set out herein. Contractor further agrees to fully implement and comply with the Executive Order 136 Non-displacement of Qualified Workers under City Service Contracts, as set for in **Exhibit G**, attached hereto and incorporated herein.

## **SECTION 3 - TERM**

### **3.01 TERM**

The term of this Contract shall commence at 12:01 a.m. M.S.T. on October 1, 2017, and shall terminate at 12:00 a.m. M.S.T. on September 30, 2019, unless earlier terminated in accordance with the Contract Documents. This contract shall be for a term of two (2) years. It is also a specific provision of this Contract that the CEO in his or her discretion (or his/her designee) may renew and continue the Contract under the same terms and conditions as the original contract for up to two (2) additional years in increments of one or two years. Though multiple extensions may be granted, in no event shall the total extensions total more than two years. In addition, the term of this Contract may be extended in the CEO's discretion, by written notice from the City to the Contractor, to allow the completion of any work which has been commenced prior to the date upon which this Agreement otherwise would terminate. However, no extension of the Contract

Term shall increase the Maximum Contract Amount stated herein; such amount may be changed only by a duly executed written amendment to this Contract.

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

### **4.01 COMPENSATION**

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

### **4.02 MONTHLY BILLINGS**

The Contractor shall submit a monthly invoice in form satisfactory to the City. The Contractor agrees that the Airport's Project Manager may from time to time require changes to the format and content of the monthly invoice to be submitted by the Contractor. The City reserves the right to reject any and all invoices for specified items of work that have not been performed to the satisfaction of the City.

### **4.03 MAXIMUM LIABILITY**

A. Any other provision in this Agreement notwithstanding, in no event shall the City be liable for payment under this Agreement for any amount in excess of Three Million Four Hundred Ten Thousand Eight Hundred Four Dollars and No Cents (\$3,410,804.00) (the "Maximum Contract Liability"). The Maximum Contract Liability may only be increased by amendment to this Agreement. All payments under this Agreement shall be paid solely and exclusively from the City's "City and County of Denver, Airport System and Operation and Maintenance Fund" and from no other fund or source. The City is under no obligation to make any future apportionments or allocations to said fund. Any services performed beyond those set forth therein are performed at Contractor's risk and without authorization under the Agreement.

B. It is agreed and understood that this Contract is a multi-year agreement with only partial funding authorized at the commencement of the term of this Contract, such partial funding consisting of the approved and/or encumbered amount of Two Hundred Thirteen Thousand Two Hundred Fifteen Dollars and No Cents (\$213,215.00). The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years, and the Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

C. The City reserves the right to direct the Contractor to perform only limited portions of the work described in **Exhibit A** and the Contractor agrees that it shall not continue work in excess of approved and encumbered amounts without a written Notice from the City stating the funding limit and term. If the Contractor chooses to proceed with work prior to receiving such a written Notice, then the Contractor shall do so at its own risk without any liability for payment by the City. The City's written Notice must be signed by the City's Senior Vice President and by the Department of Aviation's Chief Financial Officer ("CFO"), otherwise it is invalid and the Contractor

is without authority to proceed. Payments hereunder will be made subject to the multi-year conditions stated above.

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

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

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

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

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

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

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

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

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

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

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

### **5.03 AIRPORT SECURITY**

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

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

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

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

### **5.04 SAFETY**

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

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

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

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

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

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

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

## **5.06 COMPLIANCE WITH ENVIRONMENTAL REQUIREMENTS**

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

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

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

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

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

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

## **5.07 EXISTING UTILITIES AND STRUCTURES**

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

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

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

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

### **6.01 INSURANCE**

A. The Contractor shall obtain and keep in force during the entire term of this Agreement, all of the insurance policies described in the City's form of insurance certificate which is attached to this Agreement as **Exhibit C** and incorporated herein. Such insurance coverage includes workers' compensation and employer liability, commercial general liability, business automobile liability, and if appropriate, professional liability. Upon execution of this Agreement,



the Contractor shall submit to the City an ACORD form, which specifies the issuing company or companies, policy numbers and policy periods for each required coverage.

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

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

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

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

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

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

## **6.02 DEFENSE AND INDEMNIFICATION**

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

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

Contractor's duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City's negligence or willful misconduct was the sole cause of claimant's damages.

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

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

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

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

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

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

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

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

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

A. A Performance, Payment, and Guarantee Bond satisfactory to the City and County of Denver on the form required by the City, in an amount not less than One Hundred Thousand Dollars and No Cents (\$100,000.00) is required of the Contractor to guarantee that it will perform the work in strict accordance with Agreement Documents and shall pay all debts incurred under this Agreement. The Surety named in the Bond must be authorized to do business in the State of Colorado.

B. This Bond must be either renewed annually by the Surety named in the Bond or replaced with an identical Bond covering the subsequent year of the Agreement issued by another Surety which has been approved in advance by the CEO. If the CEO does not receive written notice from the Surety in the manner provided in the Bond at least one-hundred and twenty (120) days before it expires or does not receive a substitute Bond in the form required by the City from an approved Surety at least one-hundred and twenty days (120) before the Bond expires, then the Contractor shall be in default of this Agreement and the CEO may immediately terminate this Agreement by giving the Contractor written notice of such default. If the City elects to extend the Agreement for additional periods at the same prices, terms and conditions pursuant to Section 3.2 of this Agreement, the Contractor shall obtain and submit either an extension of the existing Performance, Payment and Guarantee Bond or the an identical Bond from another Surety that is acceptable to the City.

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

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

E. The City's forms of Performance, Payment and Guarantee Bond or Irrevocable Unconditional Letter of Credit must be used. Those forms are attached to this Agreement and incorporated herein as **Exhibit D**. Attorneys-in-Fact who sign Performance, Payment, and

Guarantee Bonds must file with such Bonds a certified copy of their Power-of-Attorney to sign such Bonds that is certified to include the date of the Bond.

## **SECTION 7 - SUBCONTRACTING**

### **7.01 SUBCONTRACTING ALLOWED**

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

### **7.02 OBLIGATIONS OF CONTRACTOR**

The Contractor shall be responsible for any acts or omissions of its employees, agents, suppliers, material men and subcontractors. The Contractor shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract. In addition, all work performed for the Contractor by a subcontractor shall be pursuant to an agreement between the Contractor and the subcontractor which shall contain provisions that:

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

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

### **7.03 APPROVAL OF SUBCONTRACTORS**

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

A. Default on a contract within the last five (5) years.

B. Default on a contract that required that a surety complete the contract under payment or performance bonds issued by the surety.

C. Debarment within the last five (5) years by a public entity or any organization that has formal debarment proceedings.

D. Significant or repeated violations of Federal Safety Regulations (OSHA).

E. Failure to have the specific qualifications listed in the Contract Documents for the work that the subcontractor will perform.

F. Failure to have the required City or Colorado licenses to perform the work described in the subcontract.

G. Failure to pay workers the proper wage and benefits or to pay suppliers or subcontractors with reasonable promptness within the last five (5) years.

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

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

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

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

#### **7.05 DIVERSITY AND INCLUSIVENESS**

The City encourages the use of qualified small business concerns doing business within the metropolitan area that are owned and controlled by, economically or socially disadvantaged individuals.

The Contractor is encouraged, with respect to the goods or services to be provided under this Contract, to use a process that includes small business concerns, when considering and selecting any subcontractors or suppliers.

#### **7.06 SMALL BUSINESS ENTERPRISES**

Contractor is subject to City's ordinance, DRMC Chapter 28, Article III (MBE/WBE Ordinance) which prohibits discrimination in the awarding of contracts and subcontracts and directs the DSBO Director to establish goals for MBE and WBE participation in the preconstruction and construction of City-owned facilities. The goal for this Agreement is 30%. Project goals must be met with certified MBE and WBE participants or by demonstrating good faith efforts under the MBE/WBE Ordinance. The Contractor must comply with the terms and conditions of the MBE/WBE Ordinance in soliciting and contracting with its sub-contractors and sub-contractors in administering the performance of the work hereunder. It shall be an ongoing, affirmative obligation of the Contractor to maintain, at a minimum, compliance with the originally achieved

level of MBE/WBE participation upon which this Agreement was awarded 30%, for the duration of this Agreement, unless City initiates a material alteration to the Scope of Work.

#### **7.07 CITY'S NON-DISCRIMINATION POLICY**

In connection with the performance of Services under this Agreement, Contractor agrees not to refuse to hire, discharge, promote, demote, or to discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, color, religion, national origin, gender, age, military status, sexual orientation, gender variance, marital status, and/or physical and mental disability. Contractor further agrees to insert the foregoing provision in all subcontracts hereunder

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **9.03 DISPUTE RESOLUTION**

Disputes arising out of this Agreement shall be resolved by administrative hearing before the CEO following the procedures outlined in Denver Revised Municipal Code Section 5-17. It is further agreed that no cause of action shall be brought against the City until there has been full compliance with the terms of this Section.

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

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

Appendicies	Federal Assurances
Exhibit A	Scope of Work
Exhibit C	City and County of Denver Insurance Certificate
Exhibit D	Payment and Performance Bond
Exhibit F	Prevailing Wage Rate Schedule
Exhibit G	Executive Order 136 Non-displacement of Qualified Workers under City Service Contracts

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

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

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

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

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

### **10.02 DEFAULT**

The following are events of default under this Contract:

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



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

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

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

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

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

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

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

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

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

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

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

### **10.03 REMEDIES**

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

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

B. The City may cancel and terminate this Contract upon giving 10 days written notice to Contractor of its intention to terminate; provided, however, that if the Contractor has committed an Event of Default as defined in Subsections 10.02(H), (I), (J) or (K), termination may be effective either immediately upon notice, or within a stated period after notice, as determined by the CEO in his/her discretion.

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

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

### **10.04 REMEDIES CUMULATIVE**

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

## **SECTION 11- GENERAL CONDITIONS**

### **11.01 COLORADO OPEN RECORDS ACT**

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

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 the Contractor of such request in order to give the Contractor the opportunity to object to the disclosure of any of material the Contractor

may consider confidential, proprietary or otherwise exempt from disclosure. In the event of the filing of a lawsuit to compel disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and the Contractor agrees it will either intervene in such lawsuit to protect materials the Contractor does not wish disclosed, or waive any claim of privilege or confidentiality. If the Contractor chooses to intervene in such a lawsuit and oppose disclosure of any materials, the Contractor agrees to defend, indemnify, and save and hold harmless the City, its officers, agents, and employees, from any claim, damages, expense, loss or costs arising out of the Contractor's intervention including, but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.

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

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

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

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

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

The Contractor may not assign or otherwise transfer any of its rights or obligations under this Contract without the prior written approval of the CEO. If the Contractor attempts to assign or transfer any of its rights or obligations hereunder without obtaining the prior written consent of the CEO, the CEO may elect to terminate this Contract. The CEO has the sole and absolute discretion to grant or deny any transfer or assignment request.

#### **11.05 NONEXCLUSIVE CONTRACT**

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

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

This Contract does not, and shall not be deemed or construed to confer upon or grant to any third party or parties any right to claim damages or to bring any suit, action or other proceeding against

either the City or the Contractor because of any breach hereof or because of any of the terms, covenants, agreements and conditions herein contained. Any person other than the City or the Contractor receiving any benefit hereunder shall be deemed to be an incidental beneficiary only.

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

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

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

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

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

#### **11.09 MASTER PLAN**

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

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

A. It is understood and agreed by and between the parties that the status of the Contractor shall be that of an independent contractor retained on a contractual basis to perform professional or technical services for limited periods of time as described in Section 9.1.1.E(x) of the Charter of the City, and it is not intended nor shall it be construed that the Contractor, its employees, or its subcontractors are employees or officers of the City under Chapter 18 of the Revised Municipal Code or for any purpose whatsoever.

B. Without limiting the foregoing, the parties hereby specifically acknowledge that the Contractor is not entitled to unemployment insurance benefits unless the unemployment compensation coverage is provided by the Contractor or some other entity besides the City, that the Contractor is not entitled to worker's compensation benefits from the City, and that the

Contractor is obligated to pay federal and state income tax on moneys earned pursuant to this Agreement. The parties further acknowledge that the provisions of this paragraph are consistent with the Contractor's insurance obligations which are set forth in this Agreement.

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

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

#### **11.12 NOTICES**

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

by Contractor to:

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

by City to:

Whayne and Sons Enterprises  
10515 E. 40<sup>th</sup> Ave Suite 103  
Denver CO 80239  
Attn: Richard M. Whayne Jr.

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

#### **11.13 FEDERAL PROVISIONS**

This contract is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between the City and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the City for airport purposes, and the expenditure of federal funds for the extension, expansion or development of Denver International Airport. The provisions of the attached Appendices Nos. 1 and 3 are incorporated herein by reference.

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

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

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

- (b) The Contractor certifies that:
- (1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.
  - (2) It will participate in the E-Verify Program, as defined in § 8 17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.
- (c) The Contractor also agrees and represents that:
- (1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
  - (2) It shall not enter into a contract with a subcontractor or subconsultant that fails to certify to the Contractor that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
  - (3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.
  - (4) It is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and it has complied with all federal requirements regarding the use of the E-Verify program, including, by way of example, requirements related to employee notification and preservation of employee rights.
  - (5) If it obtains actual knowledge that a subcontractor or subconsultant performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subcontractor and the City within three days. The Contractor will also then terminate such subcontractor or subconsultant if within three days after such notice the subcontractor or subconsultant does not stop employing or contracting with the illegal alien, unless during such three day period the subcontractor or subconsultant provides information to establish that the subcontractor or subconsultant has not knowingly employed or contracted with an illegal alien.
  - (6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S. or the City Auditor under authority of Den. Rev. Mun. Code 20-90.3.

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

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

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

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

### **11.17 SOLICITING**

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

### **11.18 GRATUITIES**

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

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

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

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

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

### **11.21 ESTIMATED QUANTITIES**

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

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

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

### **11.23 CONFLICT OF INTEREST**

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

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

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

#### **11.25 SEVERABILITY**

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

#### **11.26 ENTIRE CONTRACT**

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

#### **11.27 ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:**

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

#### **11.28 CITY EXECUTION OF CONTRACT**

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

**END OF PAGE**



**Contract Control Number:** PLANE-201732980-00

**Contractor Name:** Whayne and Sons Enterprises, Inc. dba Whayne Enterprises

By: *Richard M. Whayne Jr.*

Name: *RICHARD M. WHAYNE JR.*  
(please print)

Title: *President/CEO*  
(please print)

**ATTEST: [if required]**

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)



**CITY AND COUNTY OF DENVER  
DEPARTMENT OF AVIATION**

**PERFORMANCE AND PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Whayne and Sons Enterprises, Inc.,  
a corporation organized and existing under and by virtue of the laws of the State of Colorado,  
hereafter referred to as the "Contractor", and Granite Re, Inc.,  
a corporation organized and existing under and by virtue of the laws of the State of Oklahoma,  
and authorized to transact business in the State of Colorado, as Surety, are held and firmly bound unto the  
CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, hereafter referred to  
as the "City", in the penal sum of One Hundred Thousand **DOLLARS AND NO CENTS (\$)**, lawful money  
of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves  
and our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these  
presents;

**THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:**

WHEREAS, the above bounden Contractor has entered into a written contract with the City for furnishing all  
labor and tools, supplies, equipment, superintendence, materials and everything necessary for and required to  
do, perform and complete **CONTRACT NO.** 201732980, Denver, Colorado, and has bound itself to  
complete the project within the time or times specified or pay liquidated damages, all as designated, defined  
and described in the said Contract and Conditions thereof, and in accordance with the Plans and Technical  
Specifications therefore, a copy of said Contract being made a part hereof;

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

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

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

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

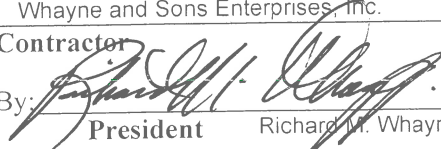
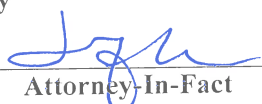


PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to contracts with others in connection with this project, or the work to be performed thereunder, or the Technical Specifications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

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this  
5th day of September, 2017.

Attest:

  
Secretary

Whayne and Sons Enterprises, Inc.  
Contractor  
By:   
President Richard M. Whayne Jr.  
Granite Re, Inc.  
Surety  
By:   
Attorney-In-Fact Jennifer Naber

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

APPROVED AS TO FORM:

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

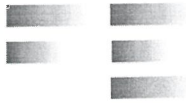
By:   
Assistant City Attorney

APPROVED FOR THE CITY AND COUNTY  
OF DENVER

By:   
MAYOR

By:   
CEO DEPARTMENT OF AVIATION





PERFORMANCE AND PAYMENT BOND  
SURETY AUTHORIZATION

Forsberg  
Engerman

COMPANY

Surety Bonds

Business Insurance

Workers' Compensation

FAX NUMBER: 303-342-2552  
TELEPHONE NUMBER: 303-342-2540

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

RE: Whayne and Sons Enterprises, Inc.

Contract No: 201732980  
Project Name: Janitorial Services  
Contract Amount: Seven Hundred Forty Four Thousand and 00/100 Dollars per year  
Performance and Payment Bond No.: GRCO39557

Dear Assistant City Attorney,

The Performance and Payment Bonds covering the above captioned project were executed by this agency, through Granite Re, Inc. ~~XXXXXX~~ on September 1, 2017.

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

If you should have any additional questions or concerns, please don't hesitate to give me a call at 303-762-1717.

Thank you.

Sincerely,

Jennifer Naber, Attorney-in-Fact



# GRANITE RE, INC.

## GENERAL POWER OF ATTORNEY

### Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

SARAH K. FORSBERG; J. DOUGLAS ENGERMAN; RICHARD M. FORSBERG; JENNIFER NABER its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

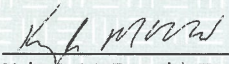
SARAH K. FORSBERG; J. DOUGLAS ENGERMAN; RICHARD M. FORSBERG; JENNIFER NABER may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 14<sup>th</sup> day of June, 2017.

STATE OF OKLAHOMA )  
 ) SS.  
COUNTY OF OKLAHOMA )



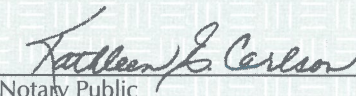
  
Kenneth D. Whittington, President

  
Kyle P. McDonald, Treasurer

On this 14<sup>th</sup> day of June, 2017, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:  
August 8, 2021  
Commission #: 01013257



  
Notary Public

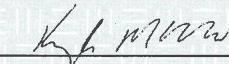
### GRANITE RE, INC. Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

“RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking.”

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 5<sup>th</sup> day of September, 2017.



  
Kyle P. McDonald, Secretary/Treasurer



**Contract Control Number:**

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

SEAL

**CITY AND COUNTY OF DENVER**

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_



## **JANITORIAL SCOPE OF WORK**

### Table of Contents

#### **SECTION 1: GENERAL INFORMATION**

- 1.1 Definitions
- 1.2 Authority of the Contract Compliance Supervisor and Contract Compliance Technicians
- 1.3 Access to Premises
- 1.4 Exclusive Performance
- 1.5 Other Contracts

#### **SECTION 2: PROPERTY AND EQUIPMENT**

- 2.1 Damage to DEN Property
- 2.2 Accident Reports
- 2.3 Supplies and Equipment Provided by DEN
- 2.4 Dressing Room, Lockers, and Break Areas
- 2.5 Storage Space
- 2.6 Keys
- 2.7 Office Papers and Equipment
- 2.8 Time Clocks
- 2.9 Uniforms
- 2.10 Vehicles
- 2.11 Critical and/or Needed Repairs
- 2.12 Equipment Provided by the Contractor

#### **SECTION 3: ENVIRONMENTAL**

- 3.1 Environmental Requirements
- 3.2 Green Cleaning Standard Operating Procedure
- 3.3 Packaging and Product Requirements
- 3.4 Recycling and Composting Support
- 3.5 Waste Disposal
- 3.6 Safety Data Sheets (SDS)
- 3.7 Emergency Planning and Community Right to Know Act (EPCRA)

#### **SECTION 4: STAFFING**

- 4.1 Staffing Requirements
- 4.2 Staffing Plan
- 4.3 Contractor's Managers
- 4.4 Shift Hours and Breaks
- 4.5 Holidays
- 4.6 Relief for Absenteeism and Replacement Personnel

#### **SECTION 5: TRAINING**

- 5.1 General Training
- 5.2 Blood-borne Pathogen Safety Program

## SECTION 6: SPECIFICATIONS

- 6.1 Work Performance Standards
- 6.2 Specification Changes
- 6.3 Work Areas
- 6.4 Entrances and Doorways
- 6.5 Cleaning Vending Areas
- 6.6 Dispensers

## SECTION 7: FREQUENCIES

- 7.1 Service Schedule
- 7.2 Shift Tasks
- 7.3 Basics
- 7.4 Restroom Cleaning
- 7.5 Unscheduled Work

## SECTION 8: TASKS

- 8.1 Auto-Scrub Non-Carpeted Floors (Not Stone)
- 8.2 Carpet Shampooing- Bonnet Method
- 8.3 Carpet Shampooing- Dry Clean Method
- 8.4 Carpet Shampooing- Extraction Method
- 8.5 Clean and Disinfect Drinking Fountains
- 8.6 Clean and Disinfect Telephones, Mail Boxes, Vending Machines, etc.
- 8.7 Clean and Disinfect Wash Basins, Toilets, Urinals, and Showers
- 8.8 Clean Walk-Off Mats
- 8.9 Completely Vacuum Carpet
- 8.10 Damp Mop Non-Carpeted Floors
- 8.11 Damp Mop and Disinfect Non-Carpeted Floors
- 8.12 Descale Toilets and Urinals
- 8.13 Disinfect Furniture, Fixtures, Walls, Partitions, Doors, Etc.
- 8.14 Dust Building and Furniture Surfaces
- 8.15 Dust Mop Non-Carpeted Floors
- 8.16 Empty Trash and Ash Receptacles
- 8.17 Machine Scrub Concrete Floors and Seal
- 8.18 Machine Scrub and Recoat
- 8.19 Machine Scrub Restroom Floors
- 8.20 Partially Vacuum Carpeted Floors
- 8.21 Police
- 8.22 Police Floors to Remove Litter
- 8.23 Rearrange Furniture as Required
- 8.24 Recoat Non-Carpeted Floors with Metal Cross-Link Polymer Floor Finish
- 8.25 Refill Paper Towel, Toilet Tissue, Hand Soap, and Feminine Hygiene Dispensers
- 8.26 Replace Obviously Soiled or Torn Trash Receptacle Liners
- 8.27 Spray and/or Spot Clean Furniture, Fixtures, Walls, Partitions, Doors, Etc.
- 8.28 Spray and/or Spot Clean Trash and Ash Receptacles
- 8.29 Spray and/or Spot Mop Non-Carpeted Floors
- 8.30 Spray—Buff or Burnish



- 8.31 Strip and Refinish Floors
- 8.32 Sweep or Dust Mop Non-Carpeted Floors

#### SECTION 9: TOOLS AND EQUIPMENT CAPABILITY

- 9.1 Recommended Tools and Equipment List

#### SECTION 10: COMPLIANCE

- 10.1 Non-Compliance
- 10.2 Non-Waiver
- 10.3 Contractor's Quality Control Program
- 10.4 Performance Management Plan
- 10.5 Reporting
- 10.6 Contract Discrepancy Form

#### SECTION 11: CONTRACT PRICING

- 11.1 Proposal Item 1—Ground Transportation Buildings
- 11.2 Proposal Item 2—TSA/DPD Dog Kennel Building
- 11.3 Proposal Item 3—Trailers
- 11.4 Proposal Item 4—Satellite Building
- 11.5 Proposal Item 5—Carpenter Shop
- 11.6 Proposal Item 6—World Port DEN Offices
- 11.7 Proposal Item 7—South Data Center
- 11.8 Proposal Item 8—Airside Employee Parking Turnstile Buildings
- 11.9 Proposal Item 9—Maintenance Center

## SECTION 1: GENERAL INFORMATION

### 1.1 Definitions

- 1.1.1 The City and County of Denver, Department of Aviation: Also known as “DEN” or the “City.”
- 1.1.2 “CEO”: The Chief Executive Officer of the City and County of Denver, Department of Aviation
- 1.1.3 Contract Compliance Group (“CCG”): The City and County of Denver, Department of Aviation’s designated employees that have the authority and responsibility for monitoring the compliance of the Janitorial and Snow Removal Services Contract. This group shall ensure full compliance with all of the terms and conditions contained within the Contract document, including invoice pricing.
- 1.1.4 Contract Compliance Supervisor (“CCS”): The authorized representative(s) for day-to-day administration of the services under this Agreement. The Contract Compliance Supervisor is an employee(s) of the Airport Operations Division.
- 1.1.5 Contract Compliance Technician (“CCT”): The Contract Compliance Supervisor may appoint representatives as CCT(s) to monitor and inspect the performance of the work. The CCTs are employees of the Airport Operations Division.
- 1.1.6 Contract Compliance Coordinator (“CCC”): May monitor and inspect the performance of the work and may also perform duties of the CCT. The CCC is an employee of the Airport Operations Division.
- 1.1.7 Contractor Project Manager (Project Manager): The Contractor’s designated individual within the company to administer the DEN Janitorial Contract.
- 1.1.8 Supervisor: The Contractor’s designated individual within the company to supervise duties performed during the shifts as specified in the DEN Janitorial Contract.
- 1.1.9 Custodian 1 (“C1”): Any employee performing general clean-up duties using equipment that does not require special training: i.e. dust mopping, damp mopping, vacuuming, emptying trash, spray cleaning, washing toilets, sinks, walls, cleaning chairs, etc.
- 1.1.10 Custodian 2 (“C2”): Any employee performing specialized cleaning duties requiring technical training and the use of heavy and technical equipment, i.e., heavy machine operators floor strippers and waxers, carpet shampooers, spray buffing, mopping behind machines, high ladder work, chemical stripping and finishing of stainless steel.

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

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

### 1.3 Access to Premises

- 1.3.1 The Contractor shall not permit any individual to have keys for access to locked rooms until it has been determined that the individual(s) is authorized to be admitted in accordance with applicable orders, rules, regulations, and instructions.
- 1.3.2 The CCS shall designate access routes, access to gates/doors, parking, and storage areas and may impose time limitations for such access. The Contractor shall conduct his/her operations in strict observation of these designations. Under no circumstances shall any of the Contractor's personnel, vehicles, or equipment enter any area not authorized by the CCS for access by the Contractor.

### 1.4 Exclusive Performance

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

- 1.4.2 Contract employees shall not simultaneously work under any other janitorial contract at the airport nor shall they perform any snow removal services under this contract.

## 1.5 Other Contracts

- 1.5.1 The City may award other contracts for additional work, and the Contractor shall fully cooperate with such other contractors.
- 1.5.2 The Contractor shall have no claim against the City for additional payment due to delays or other conditions created as a result of the operations of other contractors. The City will determine the respective rights of various contractors in order to secure the completion of the work.

## SECTION 2: PROPERTY AND EQUIPMENT

### 2.1 Damage to DEN Property

- 2.1.1 The Contractor shall submit a written report of any damages to the building, furniture, fixtures, or equipment caused by its employees within 24 hours of the incident.
- 2.1.2 Contractor shall be held liable for any damage caused by their employees. The cost of repair or replacement may be deducted from the Contractor's monthly invoice.

### 2.2 Accident Reports

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

### 2.3 Supplies and Equipment Provided by DEN

- 2.3.1 DEN shall provide and pay for all the following items to be used on its premises:
1. Paper towels for dispensers
  2. Toilet tissue for dispensers
  3. Toilet seat liners for dispensers
  4. Hand soap for dispensers
  5. Hand lotion for dispensers
  6. Odor neutralizer/fragrance refills
  7. Wax paper bags for sanitary napkin receptacles
  8. Waste receptacle liners for large receptacles
  9. Sharps containers and replacements
  10. Batteries for paper towel dispensers
- 2.3.2 Any and all additional products purchased by the Contractor shall not be reimbursed.

## 2.4 Dressing Room and Break Areas:

- 2.4.1 The Contractor shall require employees to change their clothes in areas designated by DEN and maintain these areas in a neat and clean condition.
- 2.4.2 If the employees eat their lunches in the Airport facility, they must do so in a cafeteria, food court, snack bar, or designated lunchroom.

## 2.5 Storage Space

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

## 2.6 Keys

- 2.6.1 At the beginning of the Contract, the Contractor will be given all keys necessary for the performance of the work.
- 2.6.2 The Contractor shall exercise all reasonable efforts to ensure the safety of these keys. Under no circumstances should any keys be taken off airport property. The Contractor agrees to not cause, allow, or contribute to the making of any unauthorized copies of Airport keys issued to its employees or sub-contractors.
- 2.6.3 Any loss of keys shall be reported to the CCS immediately. The Contractor agrees that any loss or non-return of any Airport keys by any of its employees or sub-contractors may render the Contractor responsible for the expenses of a relock of the affected areas. Relock is defined as any changing of the lock mechanism to accommodate a different key due to the loss of a Contractor (or sub-contractor) key(s).
- 2.6.4 The Contractor shall return to DEN at the expiration or termination of this Contract, or upon demand by DEN, all access keys or access badges issued to it or any subcontractor, whether or not restricted. If the Contractor fails to do so, the Contractor shall be liable to reimburse DEN for all the costs for work required to prevent compromise of the Airport security system. DEN may withhold funds in the amount of such costs from any amounts due and payable to the Contractor under this Contract.

## 2.7 Office Papers and Equipment

- 2.7.1 The Contractor shall prohibit its employees from disturbing papers on desks, opening desk drawers or cabinets, and using the telephone or office equipment of those offices they are cleaning.

## 2.8 Time Clocks

- 2.8.1 The Contractor shall provide and install a computerized time recording system for all employees. The Contractor shall require all employees to use time cards and time clocks to record their daily time worked. The CCS shall determine time clock locations.
- 2.8.2 The computerized time recording system shall have the ability to record time and produce the timekeeping reports necessary to verify all prevailing wage requirements by the City and County of Denver Auditor.

## 2.9 Uniforms

- 2.9.1 Contractor employees are required to wear uniforms and appropriate protective clothing while performing work under this Contract and have a neat and clean appearance. No deviations in accessories to the uniforms shall be permitted.
- 2.9.2 Cost of the uniforms will be the Contractor's responsibility. This may include all types of shirts, smocks, pants, slacks, field jackets, coats, hats, gloves, rain and snow gear, shoes, and protective gear including goggles and masks.
- 2.9.3 The CCS must approve of uniform styles in advance of their use.
- 2.9.4 DEN reserves the right to amend/change the uniform policy and design throughout the term of the Contract.

## 2.10 Vehicles

- 2.10.1 The Contractor shall provide the necessary vehicles with the capacity and capability of moving supplies and staff to various locations on Airport property. The Contractor shall provide all insurance, licenses, bonds, Airport permits, etc. for the vehicles.
- 2.10.2 All vehicles must be in good condition, less than 5 years' old, and under 100,000 miles for the duration of the terms of this Contract.

## 2.11 Critical and/or Needed Repairs

- 2.11.1 The Contractor's Supervisors shall promptly notify, via handheld radio, the CCT of needed repairs or damage to fixtures, buildings, and other equipment belonging to DEN. The CCT shall provide direct communication to the Maintenance Control Division. If the on-duty CCT and CCS are unavailable, then the Contractor must contact Maintenance Control directly.

## 2.12 Equipment provided by the Contractor

- 2.12.1 The Contractor shall furnish all equipment, accessories, and tools necessary to perform the work properly as defined in this Contract. Except where otherwise stipulated, the Contractor shall provide, maintain, repair, and/or replace all necessary custodial tools and equipment. The required equipment list and their specifications can be found in Section 9: Tools and Equipment Capability.
- 2.12.2 DEN reserves the right to perform a condition assessment of all equipment used 3 years into the term of the Contract to verify that equipment is in good working order. The Contractor will be required to replace any piece of equipment that DEN no longer deems satisfactory.
- 2.12.3 Should the Contractor desire to change any equipment from their original selection, the Contractor shall first ascertain that the alternate complies with the required specifications. The Contractor shall then submit a written "request to change" letter to the "CCS," defining the alternate along with the manufacturer's specifications along with an image of the unit. If the CCS determines that the alternate performs as well as the initial selection, then the alternate shall be approved for use. "Miscellaneous small tools" as listed in Section 9 are exempt from the "request to change" letter.

## SECTION 3: ENVIRONMENTAL

### 3.1 Environmental Requirements

- 3.1.1 The Contractor and any subcontractors must comply with all environmental requirements. These requirements include all applicable airport, city, state, and federal rules and regulations.
- 3.1.2 Airport environmental requirements are located in Part 180 of the Denver Municipal Airport System Rules and Regulations available at [http://www.flydenver.com/about/administration/rules\\_regulations](http://www.flydenver.com/about/administration/rules_regulations).
- 3.1.3 DEN is interested in "greening" the products used in all aspects of its activities. Some of the motivations and potential benefits include: Reduced operating costs, increased worker safety in handling hazardous chemicals, improved air quality, and enhanced public image. Contractors should consider using "green" products whenever available.

### 3.2 Green Cleaning Standard Operating Procedure

- 3.2.1 The Contractor must create and follow set of guidelines or a “Green Cleaning Standard Operating Procedure” (GCSOP) that governs the overall provision of janitorial services. The GCSOP must address cleaning tasks, the selection and stocking of chemical products, safe chemical use and handling, waste disposal, equipment operation and maintenance, communications protocols, worker safety, training and awareness, public and customer safety, inspections, and reporting and recordkeeping.
- 3.2.2 The format and content of these procedures should follow the proposed Green Seal Environmental Standard for Cleaning Services (<http://www.greenseal.org/GreenBusiness/Standards.aspx?sid=30&cid=3&vid=ViewStandardDetail>) and meet Leadership in Energy & Environmental Design (LEED) Green Policy and Program Plan requirements (<http://www.usgbc.org/leed>).

### 3.3 Packaging and Product Requirements

- 3.3.1 Products should be provided in reusable, refillable, and/or recyclable containers to minimize waste generation and disposal.
- 3.3.2 Product containers should be comprised of the highest post-consumer recycled content possible that is cost-effective.
- 3.3.3 Product should be available in concentrated form (less than 20% water by weight).
- 3.3.4 The Contractor remains the owner of all the chemical products it specifies, procures, uses, and stores at the work site. Upon the completion of service or termination for any reason, the Contractor must remove and take possession of all remaining stock of chemicals including partial packages.
- 3.3.5 Products and services with the following characteristics are discouraged from procurement under this Contract due to the negative impact their continued broad use may have on worker and public health:
1. Combination cleaner-disinfectants
  2. Aerosol products
  3. Products which liberate ammonia (CAS 7664-41-7)
  4. Products containing 2-butoxyethanol or 2-butoxyethanol acetate (CAS 111-76-2 and CAS 112-07-2)
  5. Products containing ethanalamine (CAS 141-43-5)
  6. Products containing phosphates or phosphates in excess of 0.5% phosphorous by weight
  7. Products which at their least dilute working strength have a pH of less than 2.0 or greater or than 12.5
  8. Products containing more than 20% VOCs by weight
  9. Products meeting the definition of a RCRA Hazardous in their least dilute working strength



- 3.3.6 The following products are prohibited for use at DEN under this Contract:
1. Products containing persistent bio-accumulative toxic compounds
  2. Products containing Asbestos
  3. Products containing known carcinogens, mutagens, and teratogens
  4. Products containing more than 0.1% of: alkylphenol ethoxylates, paradichlorobenzene, 1,4-dioxane, nitrilotriacetic acid, or sodium ethylenediamine tetraacetic acid
  5. Halogenated compounds with an Ozone Depletion Potential of greater than 0.01
  6. Products with a flashpoint of less than 100°F
  7. Products which have a high risk of causing spontaneous combustion
  8. Products which are strong chemical oxidizers
  9. Products containing chemical compounds deemed by the Denver Department of Environmental Health to present and undue risk to human health or the environment in their use or disposal
  10. Products listed in Table 1

<b>Table 1: Prohibited Chemicals and Compounds</b>			
	<b>Chemical Name</b>	<b>CAS Number</b>	<b>Comments</b>
1	Arsenic	7440-38-2	
2	Arsenic, compounds of	various	
3	Barium, compounds of	various	not including alloys
4	Cadmium, compounds of	various	not including alloys
5	Carbon tetrachloride	56-23-5	
6	Chlorobenzene	108-90-7	
7	Chloroform	67-66-3	
8	Chromium, compounds of	various	not including alloys
9	1,2-Dichlorobenzene	95-50-1	
10	1,4-Dichlorobenzene	106-46-7	
11	1,2-Dichloroethane	107-06-2	
12	1,1-Dichloroethylene	75-35-4	
13	Hexachlorobenzene	118-74-11	
14	Hexachloroethane	67-72-1	
15	Hydrofluoric Acid	7664-39-3	
16	Lead, compounds of	various	not including alloys
17	Mercury, elemental	7439-97-6	not including amalgams
18	Mercury, compounds of	various	
19	Methylene chloride	75-09-2	
20	Nitrobenzene	98-95-3	
21	Pentachlorophenol	87-86-5	
22	Selenium, compounds of	various	
23	Silver, compounds of	various	not including alloys
24	Tetrachloroethylene	127-18-4	
25	1,1,1-Trichloroethane	71-55-6	
26	1,1,2-Trichloroethane	79-00-5	
27	Trichloroethylene	79-01-6	

<b>Table 1: Prohibited Chemicals and Compounds</b>			
	<b>Chemical Name</b>	<b>CAS Number</b>	<b>Comments</b>
28	2,4,5-Trichlorophenol	95-95-4	
29	2,4,6-Trichlorophenol	88-06-2	
30	Vinyl chloride	75-01-4	

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

#### 3.4 Recycling and Composting Support

- 3.4.1 All janitorial support staff must be made aware of and comply with the DEN Recycling and Composting Program as the success of the program depends greatly on the support of the Contractor.
- 3.4.2 The Contractor is responsible for the collection of compostable organic material in the City employee break rooms. DEN may add compost collection locations through the term of the Contract at no charge to DEN.
- 3.4.3 The CSS may request the Contractor to supply information or ideas on how the recycling and composting program could be improved.

#### 3.5 Waste Disposal

- 3.5.1 The Contractor shall obtain appropriate disposal transport containers and will be solely responsible for the coordination of all disposal activities. The number, size, location, replacement, etc. of transport containers may be determined by the Contractor as long as there is a timely and appropriate disposal of waste and recycled material.
- 3.5.2 The Contractor will be responsible for all costs associated with the disposal of all wastes generated at DEN as a result of the Contractor's environmental noncompliant activities.
- 3.5.3 No materials will be allowed to enter Denver's storm water sewer system. Only those products suitable for discharge via the sanitary system will be considered

allowable discharges. All sanitary sewer discharges must comply with the Denver Revised Municipal Code Section 56-102 and Part 180 of the Denver Municipal Airport System Rules and Regulations, along with any other applicable federal, state, or local regulations.

- 3.5.4 The disposal of any hazardous wastes on Denver property is prohibited. All hazardous waste must be disposed off-site at an appropriately permitted facility. It shall be the Contractor's responsibility to determine any associated or potential cost of for hazardous waste disposal compliance.
- 3.5.5 Solid wastes that exhibit no hazardous characteristics or no contamination by regulated substances may be disposed responsibly in available on-site City trash receptacles or dumpsters.
- 3.5.6 The Contractor shall notify the CCG of any observed issues with recycling and trash receptacle such as non-functional equipment or leakage.
- 3.5.7 The following is a list of recycling and trash compactors locations is subject to change throughout the term of the Contract:

Trash Services	Equipment Type	Quantity
AOB loading dock	34 yd SC compactor	1
Facility Maintenance Carpenter Shop	8 yd FEL	1
Ground Transportation Center	6 yd FEL	4
Electrical Department	4 yd FEL	1
Police/TSA K-9 Kennel	3 yd FEL	1
South Data Center	2 yd FEL	1
World Port	6 yd FEL	1

Recycling Services	Type	Quantity
AOB loading dock	34 yd SC compactor	1
AOB loading dock compost	68 gal toter	40
Worldport	8 yd FEL	1
South Data Center	2 yd FEL	1

### 3.6 Safety Data Sheets (SDS)

- 3.6.1 The Contractor shall provide copies of SDSs for all chemicals to be used in its activities. These sheets must be provided to the CCS for approval prior to their use. This obligation is continuing for the term of this Agreement.

- 3.6.2 If the Contractor wishes to use new product formulations at DEN, the Contractor must provide a new SDS sheet to the CCS. The Contractor shall not bring any new formulations on site prior to approval by the CCS.
- 3.6.3 This is the minimum level of required documentation. DEN reserves the right to request additional information to assess the risk associated with any chemicals used by the Contractor. Any additional information must be provided to the CCS upon request.

### 3.7 Emergency Planning and Community Right-to-Know Act (EPCRA)

- 3.7.1 The Contractor must comply with the applicable sections of the EPCRA. These include:
1. Section 302—Extremely hazardous substances in quantities greater than the thresholding planning quantities must be reported to the Colorado Emergency Response Commission (CERC).
  2. Section 304—Notification of reportable releases must be made to the CERC, Denver’s Local Emergency Planning Commission (LEPC), and the Denver Fire Department (DFD).
  3. Section 311—The Contractor shall submit copies of all SDS or a list of its hazardous chemicals to the CERC, LEPC, and the DFD.
  4. Section 312—The Contractor must submit an emergency and hazardous chemical inventory form to the CERC, LEPC, and the DFD for the same chemicals covered under Section 311
- 3.7.2 The Contractor must also complete the DFD’s Hazardous Materials Inventory System (HMIS) forms for chemicals stored at DEN.

## SECTION 4: STAFFING

### 4.1 Staffing Requirements

- 4.1.1 All employees shall be exclusive to this Contract and shall not concurrently work or have job duties outside of those required by this Contract unless given specific provision by the CCS.
- 4.1.2 The minimum total staffing number under this Contract shall not be less than 13.

### 4.2 Staffing Plan

- 4.2.1 Contractor shall maintain the following staffing configurations as proposed:

<b>Custodial Staff</b>			
<b>Custodian 1</b>	<b>Custodian 2</b>	<b>Supervisor</b>	<b>Total</b>
8	3	2	13

### 4.3 Contractor’s Managers

- 4.3.1 The Contractor shall provide a Project Manager who will be trained, qualified, and acceptable to the CCS. The Project Manager shall be available for meetings and able to respond to urgent and emergency situations.
- 4.3.2 If the Project Manager is absent, the Contractor shall provide an equally qualified and competent alternate that has been given full authority to carry out the duties of the position as required.
- 4.3.3 The Project Manager, or his/her alternate, shall make sufficient daily inspections to ensure work is performed as specified. The Project Manager, or his/her alternate, shall use work assignment sheets, summary sheets of inspection and reporting detailed in this Special Conditions, plus tool and equipment checklist for each assignment to record discrepancies. The Project Manager, or his/her alternate shall provide a copy of these, or any equivalent reporting tool, to the CCS, or his/her representative each day.

#### 4.4 Shift Hours and Breaks

- 4.4.1 The Contractor shall submit a proposed shift schedule, including lunch and break times, to the Contract Compliance Supervisor. DEN reserves the right to approve, modify, or reject proposed schedules.

#### 4.5 Holidays

- 4.5.1 The Contractor shall be aware that the Airport operates 24 hours a day, all days of the year. The contractor shall staff all areas during holidays at no additional cost to DEN. DEN staff observe the following holidays:
  1. New Year's Day
  2. Martin Luther King Day
  3. President's Day
  4. Cesar Chavez Day
  5. Memorial Day
  6. Independence Day
  7. Labor Day
  8. Veterans Day
  9. Thanksgiving Day
  10. Christmas Day

#### 4.6 Relief for Absenteeism and Replacement Personnel

- 4.6.1 The Contractor is required to provide relief personnel for absent or vacationing employees at all times.
- 4.6.2 Should the Contractor need to call in replacement personnel, the Contractor shall replace the employee with another of equal or greater rank (i.e. replace a Custodian 2 with another Custodian 2).

- 4.6.3 If the Project Manager or Supervisor is absent, the Contractor shall provide a competent replacement that has been given the authority to carry out the duties of the position as required.
- 4.6.4 Due to a leave of absence, (FMLA, illness, etc.) requiring a custodian, supervisor, or project manager to be off work for than 45 consecutive days, the Contractor shall be required to hire a temporary replacement until said employee returns to work. Should the Contractor fail to fill the position within 45 days the following deduction on the 46<sup>th</sup> day shall apply:
1. **Any Contractor employee: \$120 per day**

## SECTION 5: TRAINING

### 5.1 General Training

- 5.1.1 The Contractor shall provide each employee under this Contract with adequate training to perform the work safely and competently.
- 5.1.2 The Contractor shall maintain a training record for each employee. The record shall include, at a minimum, the employee's name, date of employment, and the type and date of each training class attended. Such records will be made available to the CCS or his/her representative on a quarterly basis or upon his or her request.
- 5.1.3 The CCS or CCTs may monitor the content of training classes from time to time.
- 5.1.4 DEN may elect to provide the Contractor with training materials for presentation or distribution. These materials shall remain the sole and exclusive property of DEN.
- 5.1.5 At a minimum, the Contractor shall be responsible for providing each employee the following classes prior to or within the first two weeks of employment and each successive six month period thereafter:
1. General Orientation
  2. Introduction to Assignments
  3. Chemicals
  4. OSHA and Hazcom Training
  5. Blood-borne Pathogen Training (must be completed before assignment, detailed in 5.2 below)
  6. Tools and Equipment
  7. General Procedures
  8. Restroom Cleaning and Disinfection
  9. Common Mistakes
  10. Floor Care
  11. Waste Disposal- Recycling
  12. Handheld Radio Training (as necessary)
- 5.1.6 In addition to the required training above, managers and supervisors performing oversight shall also attend the following class prior to or within the first two weeks of employment and again each successive six month period:

1. Supervisory Techniques and Updates

- 5.1.7 On the first business day or each month, the Project Manager or his or her designee shall provide to the CCS a written schedule of training classes to be conducted the forthcoming month. The schedule shall define the dates, times, locations, and content for each class.

- 5.2 Blood-borne Pathogen Safety Program

- 5.2.1 The Contractor shall be responsible for developing and implementing a blood-borne pathogens safety and training program for workers involved with trash removal, restroom cleaning, dispenser servicing, or any other activities where the employee has the potential to encounter blood and other bodily fluid. This program will cover all employees potentially exposed to blood and other bodily fluids, with the goal of preventing the transmission of pathogens such as HIV and Hepatitis B. At a minimum, the following items must be included in the training:
  1. Universal Precautions—all human blood and certain bodily fluids are treated as if known to be infectious for HIV, HBV, or other blood-borne pathogens.
  2. Medical Evaluations—Contractor will provide employees with medical evaluations and procedures, including the HBV vaccination series and post-exposure evaluation and follow-up
  3. Explain how to recognize occupational exposure, the symptoms of blood borne diseases, modes of transmission of blood borne pathogens and describe the methods of controlling HBV and HIV transmission.
  4. Personal Protective Equipment (PPE)—Contractor shall provide employees with appropriate PPE such as gloves, gowns, face shields, masks, and eye protection. PPE must not permit blood or other potentially infectious materials to reach the employee's work clothes, street clothes, undergarments, skin, eyes, mouth, or other mucous membranes.
  5. Clean-up procedures including waste storage and disposal and the care of PPE and laundry.
  6. Explain the use and limitations of work practices and PPE. Inform workers of the free Hepatitis B vaccination.
  7. Explain the use of labels, signs, and color-coding and the proper response to large spills of blood or bodily fluids.
  8. Surfaces contaminated with blood or other bodily fluids shall be cleaned and rinsed with an EPA approved, hospital grade, and phenolic-based disinfectant cleaner. Personnel with open sores or cuts will not be involved with cleanup activities.

## SECTION 6: SPECIFICATIONS

- 6.1 Work Performance Standards

- 6.1.1 Specifications, showing general outlines and details necessary for a comprehensive understanding of the work, form a part of the Contract Documents. All work under the Contract shall be performed in strict compliance with the requirements of the specifications. The Specifications and all other provisions of the Contract Documents are essential parts of the Contract, and a requirement occurring in one is binding as though occurring in all.

## 6.2 Specification Changes

- 6.2.1 The specifications may be changed unilaterally by DEN if the Contract unit prices are not affected. Notification to the Contractor will be made orally if the duration of such changes is less than one week; otherwise, notification will be made in writing.

## 6.3 Work Areas

- 6.3.1 All employees must be at their assigned work areas, ready for work, at the start of their assigned shift and until the designated time of their shift end until relieved by their assigned shift replacement and except for designated breaks.

## 6.4 Entrances and Doorways

- 6.4.1 All assignments that include entrances shall include thresholds and door frames a distance of ten (10) feet into the adjacent area.

## 6.5 Cleaning Vending Areas

- 6.5.1 Necessary policing and cleaning of vending machine areas, where it is not done by machine operators, will be accomplished periodically during each workday. This is to include under and behind machines as necessary and able.

## 6.6 Dispensers

- 6.6.1 All dispensers (soap dispensers, toilet paper and towel dispensers, feminine product dispensers, etc.) within the areas serviced shall be supplied and installed by DEN and stocked by the Contractor unless otherwise specified in writing by the CCS.
- 6.6.2 The Contractor will provide and pay for all sanitary napkins and tampons. The Contractor will collect and retain any revenue from the feminine dispensers beyond the cost of the equipment to DEN. Vending prices must be approved by DEN. Such revenue will be accounted for at all times by the Contractor.
- 6.6.3 The Contractor shall not be required to replace or repair any defective or damaged dispensers or any parts thereof. However, the Contractor shall be required to have their employees report any defective or damaged dispensers or parts by the end of each shift, pursuant to Section 2.1

## SECTION 7: FREQUENCIES

### 7.1 Service Schedule



Area	Service Schedule
Ground Transportation	7 Days per Week
World Port	3 Times Weekly
South Campus and Ops Trailers	2 Times Weekly
TSA/DPD Dog Kennel Building	2 Times Weekly
Satellite Buildings	Monday-Friday
Carpenter Shop	Monday-Friday
Data Center	1 time weekly
Airside Employee Parking Turnstile Buildings	7 Days per Week
Maintenance Center	7 Days per Week

## 7.2 Shift Tasks

Daytime Tasks	Nighttime Tasks
Cleaned once following specifications under "office basics" and "Daytime basics"; Every restroom cleaned following specifications under "restroom basics"	"Nighttime Basics" and <u>Hard Floor Surfaces:</u> Machine Scrub and Recoat (2 coats finish) Quarterly; Machine Strip, Seal, Finish (2 coats seal, 3 coats finish) Annually <u>Carpet Cleaning:</u> Low Moisture Extraction Semi-Annually Every restroom cleaned following specifications under "restroom basics" and "Nighttime deep cleaning"

## 7.3 Basics

TASK
<b>DAYTIME BASICS</b>
Rearrange out of place chairs and furniture.
Clean and disinfect all drinking fountains, all telephones and any kiosks. Polish chrome and metal.
Spot clean building and furniture surfaces including all walls, pillars, stainless steel, counters, carousels, etc.
Sweep, spot mop and tack mop hard floor surfaces.
Dust and/or spray clean, polish dry where applicable, all surfaces including but not limited to: ledges, window sills/ blinds, podiums, counters, consoles, furniture (as well as chair legs, arm rests, tops of lockers, etc).
Remove gum, stickers, tape, etc.

<b>TASK</b>
<b>DAYTIME BASICS</b>
Empty all trash containers as needed. Any container that is more than half full should be emptied. Replace with a new liner. Spot clean the exterior of the cans.
Check all recycle containers, empty into appropriate containers and replaced with a new liner as needed. Clean the interior and exterior of container as needed.
Police all floors, surfaces, equipment, planters, etc., and remove all litter and obvious trash. Sweep under all furniture. Report any lost item found (Deliver lost items to the City Lost and Found).
Sweep at all entrances and exits. Vacuum mats at all entrances and exits.
On-call, spot clean carpet.
<b>NIGHTTIME BASICS</b>
Check all recycle containers, empty into appropriate containers and replaced with a new liner as needed. Clean the interior and exterior of the container.
Clean and disinfect all drinking fountains, all telephones and kiosks. Polish chrome and stainless steel.
Arrange furniture properly and neatly as required.
Clean building and furniture surfaces including all walls, pillars, stainless steel, counters, carousels, etc.
Vacuum mats at all entrances and exits. Sweep all entrances and exits.
Remove gum, stickers, etc.
Police, sweep, mop, and/or scrub all hard surface floors nightly.
Vacuum all carpeted floors, including under all chairs and furniture. Clean all corners and edges.
Remove carpet stains as needed.
Empty all trash containers. Replace with a new liner. Clean the interior and exterior of the cans as needed.
Hand mop/scrub perimeter floor area adjacent to windows, walls etc., to remove any build-up of wax, grease, or other soil if applicable.
Burnish/ spray buff tile floors if applicable.
Dust all vertical surfaces within arm's reach includes dusting and sweeping of carpeted wall surfaces and all vents.
Dust the tops of all horizontal surfaces up to a height of twenty feet (20').
<b>OFFICE BASICS</b>
Empty all trash receptacles. Clean out the inside of the container if needed. Wipe down the exterior of the container. Replace the liner if needed.
Dust all horizontal building and furniture surfaces. Do not rearrange items on desks unless specifically told to do so.
Spot clean all building and furniture surfaces.
Arrange furniture as required.
Pick up any obvious trash on the floor.

<b>TASK</b>
<b>DAYTIME BASICS</b>
Clean and disinfect telephones.
Sweep tile floors and mop as needed.
Vacuum carpeted floors thoroughly.
De-trash all planters
Custodians are to report any carpet stains that require special work and any broken or damaged items to their Supervisor.
Dust vents, partitions and window sills weekly. Also, dust window blinds where applicable once a week.
Thoroughly wet mop all vinyl type floors and other hard surface flooring. Raised computer flooring to be damp mopped only and buckets with water are to remain outside of raised floor areas.
Perform high dusting of horizontal surfaces over arm's reach.
Detail vacuum all carpeted areas along edges, corners and other hard to reach areas or areas inaccessible with upright.
Vacuum upholstered furniture including under cushions where applicable.
Perform high dusting of vertical surfaces over arm's reach.
Wash painted doors, door jambs, hinges etc.
Dust and/or damp wipe the interior of fluorescent light lenses.
Completely wash and polish dry all desks, file cabinets, credenzas, counters, consoles and other enclosures, housings etc.

#### 7.4 Restroom Cleaning

<b>RESTROOM BASICS</b>
Police floors, pick up all loose trash and debris in the restroom and place in the appropriate waste disposal container.
Empty trash receptacles and sanitary napkin disposal boxes by removing liners and dispose of in waste bag. Replace with a new liner.
Re-supply towels, tissue, seat covers and hand soap. Be sure that all dispensers are full. Clean all dispensers on a daily basis to avoid buildup of soap and film.
Clean the inside surfaces of commodes and urinals as needed with a bowl mop and bowl cleaner. Pay special attention to cleaning under the rims and corners of commodes and urinals.
Clean the outside surfaces of the commodes and urinals, as needed, with disinfectant cleaner. Be sure to clean under the bowls and bottoms of the urinals. All metal and chrome should be polished with a clean, soft cloth.
Pay special attention to the cleaning of walls and partitions adjacent to commodes and urinals. Clean and dry both sides of the toilet seats and leave them in an upright position.
Clean sinks as needed with a disinfectant cleaner; liquid cleanser may be used as needed. Pay special attention to the chrome fixtures. Make sure that all pipes are cleaned daily.

Clean all stainless steel and partitions as needed with water and/or wipe clean with a soft dry cloth. Remove any graffiti, stickers, etc.
Clean mirrors as needed.
Dust all surfaces, including tops of partitions, as needed.
Restroom floors should be spot mopped as needed using a cleaner disinfectant solution. All areas inaccessible to the mop must be hand scrubbed. Any gum, stickers, graffiti, etc., should be removed. Disinfectant cleaner should be changed periodically to ensure that floors are not being cleaned with dirty water. At the end of the shift, mop heads should be cleaned and stored so that they will dry; mop heads should be replaced as needed.
<b>NIGHTTIME- DEEP CLEANING</b>
Clean all stainless steel and partitions as outlined in the handout regarding stainless steel. Remove any graffiti, stickers, tape, etc.
Clean mirrors.
Dust all surfaces, including high dusting of partitions and vents. This includes dusting of all door jams and hinges.
Clean out floor drains as needed and pour water down them to keep them from drying out.
Restroom floors should be mopped thoroughly using a cleaner disinfectant solution. All areas inaccessible to the mop must be hand scrubbed. Any gum or stickers should be removed. Disinfectant cleaner should be changed periodically to ensure that floors are not being cleaned with dirty water. At the end of the shift, mop heads should be cleaned and stored so that they will dry; mop heads should be replaced as needed.
Any damaged, broken and/or missing items must be reported to Supervisor immediately.
At the end of shift all items are to be properly stored and the janitor closet is to be left neat
Clean out floor drains as needed and pour water down them to keep them from drying out.
Vacuum the entrance walls, all ceiling vents, diffusers, and return air grills.
Completely wash down partitions with a disinfectant solution and towel dry.
Completely wash down exterior portions of commodes and urinals with a disinfectant solution
Cover all mechanical dispensers with liquid resistant material. Wash and dry all ceramic tile
Clean walls and ceilings.
<b>Monthly</b> -Machine scrub all ceramic tile floors with disinfectant solution.
<b>Monthly</b> -Dust and wash tops of light fixtures not recessed in ceiling.
<b>Semi-Annually</b> -Dust and wash the interior side of light lenses where applicable.

## 7.5 Unscheduled Work

- 7.5.1 DEN will require the Contractor to perform Unscheduled Work. Unscheduled work is defined as work needed due to emergency or unexpected occurrences, and exceeds the scope of the regular, recurring, scheduled janitorial services. For example, water pick up as a result of a major overflow of backed up plumbing, broken pipes, or roof leaks. Contractor shall be required to respond to emergency situations within 30 minutes.

## SECTION 8: TASKS

## 8.1 Auto-Scrub Non-Carpeted Floors

8.1.1 Use an auto-scrubber to remove soil and spills from non-carpeted corridors, lobbies, concourses and terminal building, etc. Brush or pad pressure shall be adjusted high enough to provide firm contact with the surface but not enough to cause any deleterious effect to the finish being cleaned. Litter should be picked up and the floor should be properly dust mopped prior to scrubbing. A low-suds detergent concentrate shall be used to prevent excessive foaming in the solution recovery tank. Where practical to do so, furnishings and floor mounted trash, ash plus other receptacles shall be moved out of the area to be scrubbed, thereby reducing the amount of hand mopping required, and shall be moved back to their proper area in a timely manner. The squeegee, when properly adjusted, shall leave no streaks or puddles while scrubbing. Detergent solution left on the surface as a result of turns made during the auto-scrubbing operation shall be removed promptly with a mop, mop bucket and wringer. If the solution is allowed to dry, it will leave a whitish discoloration on the finish. When the floor has been completely scrubbed, it shall be free of soil, streaks, film, or stains.

## 8.2 Carpet Shampooing—Bonnet Method

8.2.1 Carpet shampooing, bonnet method of carpet is defined as the spot cleaning, vacuuming, pile brushing, shampooing, and re-vacuuming of all carpet in an area. All vacuuming, both before and after shampooing shall be done with an upright carpet vacuum. All stained areas shall be treated with spot cleaning solution, following the directions of the manufacturer. Spot cleaning shall be continued until as much of the stain as possible has been removed. The shampooing shall be performed using a single disc floor machine rotating less than 200 rpm, a bonnet or yarn pad specifically designed for spin pad or bonnet cleaning meeting the specifications for such equipment and materials defined in the Contract Documents. The instructions provided by the manufacturers of the equipment and materials shall be followed during its use. Areas, such as corners, which are inaccessible to the machine, shall be shampooed with shampoo and manual scrubbing devices. Chairs and trash receptacles shall be tilted or moved where necessary to for shampooing and shall be moved back to their proper area in a timely manner. After shampooing and allowing sufficient drying time, the carpet shall be vacuumed following a pattern that will give the carpet pile a clean and uniform appearance.

## 8.3 Carpet Shampooing—Dry Clean Method

8.3.1 Dry cleaning carpet is defined as the spot cleaning, vacuuming, application and scrubbing of dry cleaning compound followed by another complete vacuuming. All vacuuming should be done with an upright vacuum. All stained areas shall be treated with spot cleaning solution following the directions of the manufacturer. Spot cleaning shall be continued until as much of the stain as possible has been removed. The dry cleaning shall be performed by applying the "dry" chemical and machine scrubbing the area according to the manufacturer's instructions. Chairs and trash receptacles shall be tilted or moved where necessary to for shampooing and shall be moved back to their proper area in a timely manner. After sufficient absorption time, the remaining dry cleaning residue and soil shall

be vacuumed completely following a pattern that will give the carpet pile a clean and uniform appearance.

#### 8.4 Carpet Shampooing—Extraction Method

8.4.1 Carpet shampooing, extraction method is defined as the spot cleaning, vacuuming, pile brushing, operation of the extraction equipment, and re-vacuuming of all carpet in an area. All vacuuming, both before and after the use of the water extraction equipment shall be done with an upright carpet vacuum. All stained areas shall be treated with spot cleaning solutions, following the directions of the manufacturer of the solutions. Spot cleaning shall continue until as much of the stain as possible has been removed. The water extraction equipment and materials shall meet the Specifications defined in the Contract Documents. The extraction equipment shall be operated over the entire carpeted area. All instructions provided by the manufacturer of the extraction equipment and material shall be followed during their use. Chairs and trash receptacles shall be tilted or moved where necessary to for shampooing and shall be moved back to their proper area in a timely manner. After operating the water extraction equipment and allowing sufficient drying time, the carpet shall be vacuumed following a pattern which shall give the carpet pile a clean and uniform appearance.

#### 8.5 Clean and Disinfect Drinking Fountains

8.5.1 Use a spray bottle of germicidal detergent, soft sponge or cloth, small percolator brush, abrasive pad, and a lotion-type cleanser to remove all obvious soil, streaks, smudges, etc., from the drinking fountains and cabinets. Then, disinfect all polished metal surfaces including the orifices and drain. After cleaning, the entire drinking fountain shall be free of streaks, stains, spots, smudges, scale, and other removable soil.

#### 8.6 Clean and Disinfect Telephones, Mail Boxes, Vending Machines, etc.

8.6.1 Use a spray bottle of germicidal detergent, sponge or cloth, to remove obvious soil streaks, smudges, etc., from telephones, mail boxes, vending machines, etc. After cleaning, all surfaces should be free of streaks, stains, spots, smudges, etc.

#### 8.7 Clean and Disinfect Wash Basins, Toilets, Urinals, and Showers

8.7.1 Apply germicidal detergent solution to all fixtures and to the wall area beside and between the fixtures. Clean the insides, tops, sides, and wall areas between the fixtures with a sponge. Wipe the metal surfaces dry with a cloth to prevent spotting. Clean the insides of the urinals with a bowl mop. Use the bowl mop to clean the underside of the flushing rim. Clean the tops and sides of the urinal with a sponge. This sponge shall be of a particular color that will be used only on commodes and urinals. Wipe metal surfaces dry with a clean cloth to prevent spotting.

8.7.2 Apply germicidal detergent solution to the inside and outside of the commodes and to the wall areas beside them. Spray the top of the seat first, then lift the

seat and spray the remainder of the fixture. Clean the inside of the fixture with a bowl mop. Use the bowl mop to clean under the flushing rim. Clean the seat, outside of the fixture, and wall beside the fixture with the same sponge used to clean the outside of the urinals. Wipe the top of the seat and the metal surfaces dry with a cloth to prevent spotting.

- 8.7.3 Apply germicidal detergent solution to the walls and floors in shower stalls; use a sponge and abrasive pad to damp wipe all surfaces of the shower. Remove all debris from the shower drain.

## 8.8 Clean Walk-Off Mats

- 8.8.1 Use an upright carpet vacuum, a wet-dry tank vacuum, a pile brush, and a carpet stain removal kit to remove soil, moisture, stains, etc., from walk-off matting.

## 8.9 Completely Vacuum Carpet

- 8.9.1 Vacuum all carpeted floors and walls to collect surface soil and embedded grit from all areas accessible to the carpet vacuum.
- 8.9.2 Chairs and trash plus other receptacles shall be tilted or moved where necessary to vacuum underneath and shall be moved back to their proper area in a timely manner. Additionally, as necessary, to prevent any visible accumulation of soil or litter in carpeted areas inaccessible to the upright carpet vacuum, a crevice tool and brush attachment shall be used. After the carpeted floor has been completely vacuumed, it shall be free of all visible litter, soil, and embedded grit.

## 8.10 Damp Mop Non-Carpeted Floors

- 8.10.1 Prior to being damp mopped, the floor surface shall be dust mopped. A wet mop, mop bucket and wringer, and a neutral detergent solution shall be used to remove all soil and non-permanent stains from the entire area. The neutral detergent solution shall be changed periodically and remain clear, or the area damp mopped shall be rinsed with clear water. All accessible areas shall be damp mopped. Chairs, trash receptacles, etc., shall be moved when necessary to mop underneath. After being damp mopped, the floor shall have a uniform appearance with no streaks, swirl marks, detergent residue, or any evidence of soil. There shall be no splash marks or mop streaks on furniture, walls, baseboards, etc., or mop strands remaining in the area.

## 8.11 Damp Mop and Disinfect Non-Carpeted Floors

- 8.11.1 Prior to being damp mopped and disinfected, the floor surface shall be swept. A wet mop, mop bucket and wringer, and germicidal detergent solution shall be used to remove all soil and non-permanent stains from the entire area. The germicidal detergent solution shall be changed periodically and remain clear, or the area damp mopped shall be rinsed with clear water. All accessible areas shall be damp mopped and disinfected. Chairs, trash receptacles, etc. shall be

moved when necessary to mop underneath. After being damp mopped and disinfected, the floor shall have a uniform appearance with no streaks, swirl marks, detergent residue, or any evidence of soil. There shall be no splash marks or mop streaks on furniture, walls, baseboards, etc.

#### 8.12 Descal Toilet and Urinals

- 8.12.1 Use non-acid or acid-type bowl cleaner and a nylon bowl mop to remove scale, scum, mineral deposits, rust stains, etc., from toilet bowls and urinals. After descaling, the entire surface shall be free from streaks, stains, scale, scum, mineral deposits, rust stains, etc. Caution must be used to prevent damage to adjacent surfaces caused by spills of the acid-type bowl cleaner.

#### 8.13 Disinfect Furniture, Fixtures, Walls, Partitions, Doors, Etc.

- 8.13.1 Use a sponge or cloth and germicidal detergent solution to damp wipe and disinfect all surfaces of furniture, fixtures, walls, partitions, doors, etc.

#### 8.14 Dust Building and Furniture Surfaces

- 8.14.1 Use a lightly treated dust cloth, lightly treated hand-held dusting tool, lamb's wool dusting tool, tank vacuum with dusting attachments, or combination of these dusting tools, to remove all dust, lint, litter, dry soil, etc., from the horizontal surfaces of desks, chairs, file cabinets, and other types of office furniture and equipment and from horizontal ledges, window sills, blinds, hand rails, etc., below 7' 0" from the top of the floor surface. Items on desk tops are not to be disturbed. After regular dusting, all such surfaces shall have a uniform appearance, be free of streaks, smudges, dust, lint, litter, etc. Dusting shall be accomplished by removal of soil from the area, not by rearranging it from one surface to another.

#### 8.15 Dust Mop Non-Carpeted Floors

- 8.15.1 Use a clean dust mop of the largest suitable size for the area. At the end of each pass, turn the dust mop without lifting it from the floor, overlapping the previous pass by one or two inches. Continue this pattern until the entire area is free of visible soil. To remove the soil which has been collected, but does not adhere to the mop, carefully lift the mop head off the floor and lean the mop against the trash collection cart or the janitorial cart. Be careful not to let the mop head or handle touch building or furniture surfaces. Pick up the soil with a counter brush and dustpan. Dump the soil into the trash collection bag.
- 8.15.2 To remove the soil from the mop head, use an upright or tank vacuum with attachments to vacuum the soil from the head. Never pick the mop up from the floor and shake. If no vacuum is available, carefully hold the mop over a trash collection cart and brush with a utility brush.

#### 8.16 Empty Trash and Ash Receptacles

- 8.16.1 All waste receptacles, public ash receptacles, pencil sharpeners, and other trash containers within the area shall be emptied and returned to their initial location.



Boxes, cans, papers, etc., placed near a trash receptacle and marked "TRASH" shall be removed. All waste from such trash receptacles shall be removed from the area and emptied into a designated trash dumpster or receptacle in such a manner as to prevent the adjacent area from becoming littered by such trash. Sand in cigarette butt receptacles shall be strained to remove ashes and debris.

#### 8.17 Machine Scrub Concrete Floors and Seal

8.17.1 Machine scrubbing of concrete floors is defined as applying a detergent solution to all areas of the floor, allowing the solution to remain on the floor for three to five minutes, operating a floor machine operating at less than 200 rpm equipped with a blue or green floor pad over all accessible floor areas (including those areas which can be made accessible by the removal of non-fixed furnishings), manually scrubbing those areas which are inaccessible to the floor machine, removing the solution from the floor and rinsing the floor twice with clear water. Once floor is completely dry, apply concrete sealer following manufacturer's recommendations.

#### 8.18 Machine Scrub and Recoat

8.18.1 Machine scrub and recoat is performed on floors that have deteriorated significantly losing the desired "wet" look, but are not yet ready to be stripped and refinished. In order to perform this procedure, it should be determined that some floor sealer and finish remains on the floor. Machine scrubbing is defined as applying a detergent solution to all areas of the floor, allowing the solution to remain on the floor for three to five minutes, operating a floor machine operating at less than 200 rpm, equipped with a blue or green floor pad, over all accessible floor areas (including those areas which can be made accessible by the removal of non-fixed furnishings), manually scrubbing those areas which are inaccessible to the floor machine, removing the solution from the floor and rinsing the floor twice with clear water. Recoating shall then be accomplished by applying one or more coats of metal cross link polymer floor finish as specified in the Contract Documents. After recoating, the floor residue should be removed from baseboards, kick plates, building and furniture surfaces.

#### 8.19 Machine Scrub Restroom Floors

8.19.1 Machine scrubbing of floors is defined as applying a germicidal detergent solution to all areas of the floor, allowing the solution to remain on the floor for three to five minutes, operating a floor machine operating at less than 200 rpm, equipped with a blue or green floor pad over all accessible floor areas (including those areas that can be made accessible by the removal of non-fixed furnishings), manually scrubbing those areas that are inaccessible to the floor machine, removing the solution from the floor and rinsing the floor twice with clear water.

#### 8.20 Partially Vacuum Carpeted Floors

8.20.1 Use an upright carpet vacuum to remove obvious soil and litter from the carpet.

#### 8.21 Police

- 8.21.1 Remove litter. Sweep or Vacuum obvious soil from floors and mats. Spot clean unsightly soil from building, fixture and furniture surfaces. Spot mop floors to remove liquids and unsightly soil. Empty trash and ash receptacles that may become full prior to the next scheduled cleaning. Check all recycle containers, empty into appropriate waste containers and replace with a new liner. Clean the interior and exterior of containers as needed. Refill paper towel, toilet tissue, hand soap, and other dispensers, or their batteries, that may become depleted prior to the next scheduled cleaning. Refill of dispensers will not take place too early so as to generate unnecessary waste of supply product. There shall be no refill of toilet tissue where there is more than an half inch left on the roll. Remove carpet stains. Empty/dry vacuum or exchange if necessary, wet or ineffective entrance mats.

#### 8.22 Police Floors to Remove Litter

- 8.22.1 All visible or reported litter such as paper, rubber bands, paper clips, chewing gum, dead insects/rodents (moths, beetles, mice, or birds, etc.) shall be appropriately picked up, swept up, or vacuumed and placed in the proper waste collection container.

#### 8.23 Rearrange Furniture as Required

- 8.23.1 All furniture moved by the Contractor's employees during the performance of the work shall be returned to its' appropriate location in a timely manner. Additionally, all other office furniture such as chairs, waste receptacles, or planters shall be returned to their appropriate location.

#### 8.24 Recoat Non-Carpeted Floors with Metal Cross-Link Polymer Floor Finish

- 8.24.1 Recoating is performed to replace floor finish that has been removed by normal activity and floor maintenance procedures. Recoating should be performed to restore a floor to a uniform and glossy appearance before it is necessary to strip, seal, and refinish. Recoating is defined as the application of one or more coats of finish to a floor to within six (6) inches of the baseboards after the floor has been thoroughly dust mopped and machine scrubbed.

#### 8.25 Refill Paper Towel, Toilet Tissue, Hand Soap, and Feminine Hygiene Dispensers

- 8.25.1 All dispensers shall be completely filled to the proper level. The paper supplies and hand soap shall be placed in the dispensers in accordance with the directions of the dispenser manufacturers. Hand soap dispensers and adjacent surfaces shall be wiped to remove spillage.

#### 8.26 Replace Obviously Soiled or Torn Trash Receptacle Liners

- 8.26.1 All plastic liners that are torn or obviously soiled shall be removed from trash receptacles and replaced with new plastic liners. The liners shall be folded back over the rim of the receptacle.

#### 8.27 Spray and/or Spot Clean Furniture, Fixtures, Walls, Ceilings, Partitions, Doors, Etc.

- 8.27.1 Use a sponge, clean cloth, and spray bottle of neutral detergent, germicidal detergent, or glass cleaner to remove fingerprints, smudges, marks, streaks, etc. from washable surfaces of walls, partitions, doors, furniture, fixtures, appliances, etc. Germicidal detergent shall be used in rest rooms, locker rooms, and drinking fountains. Glass cleaner shall be used on hard to remove spots. After spot cleaning, the surfaces shall have a clean, uniform appearance and be free of streaks, spots, and other evidence of removable soil. This includes both sides of glass in exterior doors and vestibules and in interior offices.

#### 8.28 Spray and/or Spot Clean Trash and Ash Receptacles

- 8.28.1 The exterior of trash receptacles shall be damp wiped with neutral detergent solution from a spray bottle and a clean sponge or synthetic fiber cloth to remove evident soil. Wet spills on the interior of trash receptacles shall be removed. Ash receptacles shall be damp wiped with a sponge to remove evident soil. Lotion-type cleanser and an abrasive pad shall be used on hard-to-remove soil. In rest rooms, locker rooms, and food services areas, germicidal detergent shall be used in lieu of neutral detergent.

#### 8.29 Spray and/or Spot Mop Non-Carpeted Floors

- 8.29.1 A wet mop, mop bucket, and wringer, and a neutral detergent solution shall be used to remove all obvious soil and non-permanent stains from the entire area. The neutral detergent solution shall be changed periodically and remain clear, or the area spot mopped shall be rinsed with clear water. Trash receptacles, chairs, etc., shall be moved when necessary to spot mop underneath and shall be moved back to their proper area in a timely manner. After being spot mopped the floor shall have a uniform appearance with not streaks, swirl marks, detergent residue, or any evidence of soil. There shall be no splash marks or mop streaks on furniture, walls, baseboards, etc., or mop strands remaining in the area. In restrooms, locker rooms, medical areas, food areas, and seating chairs, germicidal detergent shall be used in lieu of neutral detergent.

#### 8.30 Spray—Buff or Burnish

- 8.30.1 Prior to being spray-buffed or spray-burnished, the floor surface shall be dust mopped. A single-disc floor machine, buffing pad, and a spray bottle with spray-buffing solution may be used to restore a uniform gloss and protective finish to resilient tile or terrazzo floors that are finished with a metal-link polymer floor finish. The spray-buff solution shall be a premixed solution formulated as a companion product to the finish already on the floor. All areas accessible to the floor machine shall be spray-buffed. If burnished, a restorer solution shall be applied to the floor and burnished according to manufacturer's instructions. Any restorer solution used shall be a companion product to the floor finish already on the floor. Chairs, trash receptacles, etc., shall be tilted or moved where necessary to spray-buff or spray-burnish underneath and shall be moved back to their proper area in a timely manner. The floor shall be dust mopped after spray-buffing or spray-burnishing. After spray-buffing or spray-burnishing, the entire floor shall have a uniform; glossy appearance, free of scuff marks, heel marks,

and other stains, and shall have a uniform coating of floor finish. All spray-buff solution shall be removed from baseboards, furniture and trash receptacles.

### 8.31 Strip and Refinish Floors

- 8.31.1 Stripping is defined as the complete removal, without damage to the floor surface, of all finish and/or sealer from all visible floor surfaces and from those floor surfaces that can be exposed by the removal of non-fixed furnishings. The Contractor shall be responsible only for the removal and return of items such as trash receptacles, tables, chairs, desks, etc. Stripping shall also include the complete removal of all marks, scuffs, stains, etc., except in cases in where there is damage to the floor surface. The stripping chemical(s) used shall meet the specifications given in this manual for the type of finish and/or sealer being stripped and shall be used according to the manufacturer's directions. The floors shall be scrubbed with a floor machine equipped with a stripping pad, except those areas in which the use of manual scrubbing devices are necessary to completely remove the finish and/or sealer (along walls, in corners, etc.).
- 8.31.2 The stripping solution and rinse water shall be picked up with a wet/dry vacuum except in areas where its use is impossible or impractical (very small areas, areas with low amperage circuits, etc.). All floor surfaces to which stripper has been applied shall be rinsed thoroughly with clean water. When a wet/ dry vacuum is used, the area shall be rinsed at least once after the stripping solution has been removed. If a mop is used to pick up the stripping solution, the area shall be rinsed at least twice.
- 8.31.3 Refinishing is defined as the proper application of at least three coats of finish to all areas. In areas where resilient tile is excessively worn or porous, one or more coats of sealer shall be applied with a clean, fine strand, rayon mop head. No finish which has been removed from its original container shall be returned to that container. After the finish has dried, the reflectance shall be uniform and no streaks, swirls, etc., shall be visible. No stripping solution or finish shall remain on baseboards, doors, or other surfaces.

### 8.32 Sweep or Dust Mop Non-Carpeted Floors

- 8.32.1 Prior to sweeping the floor surface, use a mop and neutral detergent solution to remove spills and obvious soil from the floor, and use a putty knife to remove gum, tar, and other stick substances from the floor. On resilient tile, terrazzo, smooth sealed concrete or other smooth finished floor surfaces use a treated dust mop and dustpan to remove accumulated soil and litter. On rough, unsealed concrete, or other floors where dust mopping is not effective, use a push broom. The entire area to be swept shall be cleaned thoroughly to remove dust, dry soil, and other litter. Chairs and trash receptacles shall be tilted or moved where necessary to sweep underneath, and shall be moved back to their proper area in a timely manner. After the floor has been swept, the floor surface, including corners and abutments, shall be free of streaks, litter, and spots caused by spills or tracking. Rubber polyester entrance mats shall be swept, vacuumed,

or "hosed-down" to remove soil and grit. All entrance shall be lifted to remove soil and moisture underneath and shall then be returned to their normal location.

## SECTION 9: TOOLS AND EQUIPMENT CAPABILITY

9.1 Recommended Tools and Equipment List

9.1.1 Below is a list of equipment currently used in the areas covered by the Contract:

Equipment Type	Make/Model	Description	Quantity	Years in Service
Two-Way Radio	Harris xG25 Scan Portable Radio		2	New
Radio Charger			1	New
Self-Propelled Floor Scrubber	Tennant T5--28" self-propelled floor scrubber		1	New
Self-Propelled Floor Scrubber	Nilfisk Advance Viper 28T self-propelled floor scrubber		1	New
Self-Propelled Floor Scrubber	Tennant T3 20" self-propelled floor scrubber	For use in WorldPort where larger scrubber is not applicable	1	New
Burnisher	Tennant BR2000 DC 20" Electric Burnisher		2	New
Mop Mini Scrubber	Tennant I Mop Mini Scrubber	For use in smaller buildings, restrooms, and other tight areas. Replaces daily mopping with scrubbing	4	New
Wet-Dry Vacuum		Self-contained 15 Gallon with squeegee	2	New
Backpack Vacuum Cleaner		12.5 Qt Bag, 11.2 AMP with tools	4	New
Upright Vacuum Cleaner	Windsor 12" upright		2	New

Equipment Type	Make/Model	Description	Quantity	Years in Service
Upright Vacuum Cleaner	Windsor 14" upright		2	New
Extension Cord		14 Gauge, 3-Wire 50'	3	New
Restroom Cleaning Cart	Rubbermaid Restroom Cleaning Cart, #6173-GY		2	New
Mobile Trash Container	Rubbermaid Brute 44 Gal. Barrel #4444GY		8	New
Caster Base	Rubbermaid Brute Dolly #3255		8	New
Mop Bucket	Rubbermaid Mop Bucket #7570 with Mop Wringer #6127 Combo		8	New
Enclosed Barrier System for Floor Work	Lambda 5-Cone/Chain Sign System		1	New
Extended Visibility Sign with Side Stabilizers	Rubbermaid 4-Sided 37" "Wet Floor" Sign #RCPS114-77		15	New
Buffing/Scrubbing Machine	Tennant 2100 Series Floor Machine		2	New
Carpet Spotter	Tennant 1000 2 Gallon Extractor		1	New
Carpet Cleaner	Windsor Clipper DUO	10 gallon, 16" dual counter-rotating brushes, self-contained extractor	1	New
Pump Sprayer		Stainless steel, 6 gallon, cart-mounted	1	New
Tennant 250 Carpet Dryer		3 speed adjustable air mover	1	New
Transit Van or Equivalent	Ford Transit Van		1	New

Miscellaneous Small Tools—In addition to the above listed items, the following items should be provided in sufficient amounts to be accessible to all janitorial employees.

Equipment Type	Make/Model/Description
Lobby Dustpan	Continental 36" Handle
Lobby Broom	Continental Lobby Synthetic Broom
Push Broom	24" dual bristle flaired-tip push broom
Flat Mop System	3M Flat Mop System
Synthetic Angled Broom	SSS Flaired Tip Angle Broom
Blend Mop	SSS Microfiber Dust Mop Head
Rayon Mop	SSS Rayon Finish Mop
Tack Mop with Frame and Handle	SSS Dustmop and Frame
Rapid flat dust/wash system/ wall washing kit	SSS all surface cleaning system
Steel Wool	Doodlebug Floor Cleaner and Scrubber
Brown, Black, and White Pads	SS Floor Pads
Pad Swivel Holder	SSS Pad Holder
Pad Handblock	SSS Hand Pad Holder

Equipment Type	Make/Model/Description
Threaded Wood Pole with Metal Tip	
Disposable Nitrile Gloves	SSS Nitrile Gloves
Non-Disposable Latex Gloves	SSS Latex Gloves
Dust/Mist Masks	3M Dust Mask
Disposable Coveralls	Tyvek Disposable Coverall
Cellulose Sponge with Green Scrub Backing	3M Cleaning Sponge
Putty Knife	
Grout Brush	
Gong Brush	
Wire Brush	
5 Gallon Plastic Bucket	
Razor Blade Scraper	
Stool Mop with Holder	
Shop Towels, Cotton, Non-Disposable	
First Aid Supplies	Red Cross First Aid Kit
Safety Glasses/Goggles	



## SECTION 10: COMPLIANCE

### 10.1 Non-Compliance

- 10.1.1 The Contractor shall be required to meet specified service and performance standards. The following will be considered non-compliant work:
1. The work tasks in an area were not performed in strict accordance with the performance standards.
  2. Work tasks were not performed in their entirety.
  3. The specified equipment, tools, and chemicals were not used or were not in good operating condition.
  4. The tasks were not performed within the scheduled work or shift or within the specified time frame.

### 10.2 Non-Waiver

- 10.2.1 Failure of the CCS to discover or reject unacceptable work, or work not completed in accordance with this Agreement, shall not be deemed an acceptance thereof nor a waiver of DEN's right to a proper execution of the Agreement or any part of it by the Contractor.

### 10.3 Contractor's Quality Control Program

- 10.3.1 The Contractor shall provide and maintain an effective Quality Control Program acceptable to the CCS.
- 10.3.2 DEN recommends computerized recordkeeping for the Quality Control Program, which would be DEN technology system compatible, for the purpose of generating inspection reports.
- 10.3.3 Contractor's inspections shall be performed daily to ensure continuing compliance.

### 10.4 Performance Management Plan

- 10.4.1 The Contractor's Performance Management Procedures must be made available to the CCS upon request and detailed with samples of any reports, logs, tools, etc. in addition to the required reports in section 10.5 below.
- 10.4.2 The Contractor's authorized Manager and designated Supervisory staff shall meet monthly or as required with DEN to review contract performance.

### 10.5 Reporting

- 10.5.1 The Contractor shall keep on file and provide the following reports to the CCS:
1. Daily-A list of names of all personnel present for work during the current shift, each person's position, and his or her applicable areas and tasks. The list should also provide the number of hours worked by each person listed, over

the shift or day, as certified by the Contractor's time records. The Contractor shall provide this list within the first half-hour of each shift start. DEN reserves the right to make changes to the format of this list at any time. DEN also reserves the right to audit these lists with employee timecards.

2. Monthly- A tracking report of all scheduled assignments (other than daily cleaning) such as carpet cleaning, acid wash rough granite, machine scrub and recoat floor, etc.
3. Monthly- An inspection summary report which shall provide a summary and total number of inspections performed during the month. The report should list the frequencies of discrepancies and their associated corrections as well as the number and types of maintenance observations reported and any other relevant data.
4. As Needed- An organization chart showing staff working under this Contract and company hierarchy. The Contractor will supply a new organization chart any time changes are made. The report will include start/hire dates for each employee. Any time the organization chart shows staffing numbers under the required total, the Contractor shall provide a statement explaining the reduced levels.

10.5.2 All reports must be given in a format acceptable by the CCS.

#### 10.6 Contract Discrepancy Form (CDF)

10.6.1 When the CCS or CCT finds the Contractor's work unsatisfactory, he or she will note the defects using a CDF. The Contractor shall have 30 minutes following receipt of the CDF to re-perform the work properly in order to avoid a deduction being taken from the Contractor's monthly invoices. If the Contractor fails to correct the defect within 30 minutes, the CDF will be noted and a deduction from the monthly invoice will be authorized.

1. The first penalty for failure to re-perform the work shall be \$100. Penalties shall double upon each unsatisfactory follow-up inspection.
2. For example: The CCT completes an inspection issues a CDF for chairs with sticky residue. The Contractor has 30 minutes to re-perform the work and remove the sticky residue from the chairs. The following is a table showing the escalation of the penalty costs:

<b>Inspection Time (Random Times Used to Show Escalation Only)</b>	<b>Deduction for failure to re- perform work</b>
8:00 AM	no penalty for first inspection
8:30 AM	\$ 100.00
10:00 AM	\$ 200.00
11:00 AM	\$ 400.00
11:30 AM	\$ 800.00
12:30 AM	\$ 1,600.00
1:30 PM	\$ 3,200.00

#### 10.7 15 Minute Response Time to Service Calls

- 10.7.1 While on duty, Contractor employees shall respond to service calls within 15 minutes of the call.
- 10.7.2 The CCTs may audit Contractor response times periodically. Unsatisfactory audits shall result in a \$100 deduction from the monthly invoice per event.

## SECTION 11: CONTRACT PRICING

### 11.1 Proposal Item 1—Ground Transportation Buildings

<b>PROPOSAL ITEM #1</b> <b>GROUND TRANSPORTATION BLDGS</b> <i>Main &amp; Outhouse Buildings</i>	<b>Pricing Per Month-</b>
General Areas	\$638.43
Offices	\$5,107.58
Non-Public Restrooms	\$6,783.50
Glass Prayer Shelter	\$1,513.01
Sidewalks, Entry Areas, & Walk Ramps	\$601.37
<b>Sub-Total</b>	<b>\$14,643.89</b>

### 11.2 Proposal Item 2—TSA/DPD Dog Kennel Building

<b>PROPOSAL ITEM #2</b> <b>TSA/DPD DOG KENNEL BLDG</b>	<b>Pricing Per Month-</b>
General Areas	\$278.35
Offices	\$555.36
Non-Public Restrooms	\$258.32
<b>Sub-Total</b>	<b>\$1,092.03</b>

### 11.3 Proposal Item 3—Trailers

<b>PROPOSAL ITEM #3</b> <b>TRAILERS</b>	<b>Pricing Per Month-</b>
General Areas	\$564.55
Offices	\$4,231.38
Non-Public Restrooms	\$995.54
<b>Sub-Total</b>	<b>\$5,791.47</b>

11.4 Proposal Item 4—Satellite Building

<b>PROPOSAL ITEM #4 SATELLITE BLDG</b>	<b>Pricing Per Month-</b>
General Areas, Halls & Common Areas	\$340.38
Offices	\$1,125.77
Non-Public Restrooms	\$476.12
<b>Sub-Total</b>	<b>\$1,942.27</b>

11.5 Proposal Item 5—Carpenter Shop

<b>PROPOSAL ITEM #5 CARPENTER SHOP</b>	<b>Pricing Per Month-</b>
General Areas, Halls & Common Areas	\$297.34
Offices	\$292.71
Non-Public Restrooms	\$342.82
<b>Sub-Total</b>	<b>\$932.87</b>

11.6 Proposal Item 6—World Port DEN Offices

<b>PROPOSAL ITEM #6 WORLD PORT DEN OFFICES</b>	<b>Pricing Per Month-</b>
General Areas, Halls & Common Areas	\$377.05
Offices	\$4,287.18
Non-Public Restrooms	\$1,401.72
<b>Sub-Total</b>	<b>\$6,065.95</b>

11.7 Proposal Item 7—South Data Center

<b>PROPOSAL ITEM #7 SOUTH DATA CENTER</b>	<b>Pricing Per Month-</b>
General Areas, Halls & Common Areas	\$281.74
Offices	\$436.45
Non-Public Restrooms	\$258.32
<b>Sub-Total</b>	<b>\$976.51</b>

11.8 Proposal Item 8—Airside Employee Parking Turnstile Buildings

<b>PROPOSAL ITEM #8 AIRSIDE EMPLOYEE PARKING BLDG</b>	<b>Pricing Per Month-</b>
General Areas	\$9,272.73
Non-Public Restrooms	\$4,349.28
Sidewalks, Entry Areas, & Walk Ramps	\$687.73
<b>Sub-Total</b>	\$14,309.74

11.9 Proposal Item 9—Maintenance Center

<b>PROPOSAL ITEM #9 MAINTENANCE CENTER</b>	<b>Pricing Per Month-</b>
General Areas	\$4,771.09
Offices	\$4,820.47
Non-Public Restrooms	\$3,449.24
Stairwells	\$113.56
Sidewalks, Entry Areas, & Walk Ramps	\$151.65
Fleet Locker/Restroom Area	\$2,939.26
<b>Sub-Total</b>	\$16,245.27

Total Monthly Contract Price: \$62,000

**CITY AND COUNTY OF DENVER  
INSURANCE REQUIREMENTS FOR THE DEPARTMENT OF AVIATION**

---

Certificate Holder Information:

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

---

**CONTRACT NAME & NUMBER TO WHICH THIS INSURANCE APPLIES: 201732980 - Janitorial Services Outlying Areas**

---

**I. MANDATORY COVERAGE**

**Colorado Workers' Compensation and Employer Liability**

<b>Minimum Limits of Liability (In Thousands)</b>	\$100, \$500, \$100
---	---------------------

1. Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement. Any such rejections previously effected, must have been revoked as of the date Contractor executes this Agreement.
2. If the contractor/consultant is a sole proprietor, Workers' Compensation is waived per State of Colorado law.

**Commercial General Liability**

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

Each Occurrence:	\$1,000
General Aggregate Limit:	\$2,000
Products-Completed Operations Aggregate Limit:	\$2,000
Personal & Advertising Injury:	\$1,000

The policy must provide the following:

1. That this Agreement is an Insured Contract under the policy.
2. Defense costs are outside the limits of liability.
3. A severability of interests or separation of insureds provision (no insured vs. insured exclusion).
4. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.
5. The full limits of coverage must be dedicated to apply to each project/location.
6. If liquor is to be sold or distributed, then Liquor Liability, (\$1,000,000 per claim and \$1,000,000 policy aggregate limit) with the City as an additional insured is required.

**Business Automobile Liability**

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

Combined Single Limit	\$1,000
-----------------------	---------

The policy must provide the following:

1. Coverage applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.
2. If transporting wastes, hazardous material, or regulated substances, Contractor shall carry a pollution coverage endorsement and an MCS 90 endorsement on their policy.

## II. ADDITIONAL COVERAGE

### Excess/Umbrella Liability

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

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

The policy must provide the following:

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

### Property Insurance

Coverage: All Risk Form Property Insurance, Replacement Cost basis

Personal Property, Contents, Fixtures, Tenant Improvements and Betterments

- 100% of the Replacement Cost value of Personal Property, Contents, Fixtures, Tenant Improvements and Betterments
- Covered Cause of Loss – Special Form including glass coverage and signs
- Replacement Cost Endorsement

Business Income including Loss of Rents

Amount equal to all Minimum Annual Rent and Other Sums payable under the Lease

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

1. The City and County of Denver, Department of Aviation shall be named as loss payee as its interest may appear.
2. Waiver of Subrogation Applies to City as Landlord for any protected Landlord Property.
3. In the event of payment of any Loss involving Tenant Improvements and Betterments, permanent fixtures, etc, the insurance carrier shall pay the City (as Landlord) its designee first for said property loss.
4. If leased property is located in a flood or quake zone (including land subsidence), flood or quake insurance shall be provided separately or in the property policy.

## III. ADDITIONAL CONDITIONS

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

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

### NOTICE OF CANCELLATION

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



**CITY AND COUNTY OF DENVER  
DEPARTMENT OF AVIATION**

**PERFORMANCE AND PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned \_\_\_\_\_

\_\_\_\_\_ ,  
a corporation organized and existing under and by virtue of the laws of the State of \_\_\_\_\_ ,  
hereafter referred to as the "Contractor", and \_\_\_\_\_ ,

\_\_\_\_\_ ,  
a corporation organized and existing under and by virtue of the laws of the State of \_\_\_\_\_ ,  
and authorized to transact business in the State of Colorado, as Surety, are held and firmly bound unto the  
CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, hereafter referred to  
as the "City", in the penal sum of **ONE HUNDRED THOUSAND DOLLARS AND NO CENTS  
(\$100,000.00)**, lawful money of the United States of America, for the payment of which sum, well and truly  
to be made, we bind ourselves and our heirs, executors, administrators, successors and assigns, jointly and  
severally, firmly by these presents;

**THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:**

WHEREAS, the above bounden Contractor has entered into a written contract with the City for furnishing all labor and tools, supplies, equipment, superintendence, materials and everything necessary for and required to do, perform and complete **CONTRACT NO. 201732980 JANITORIAL SERVICES**, Denver, Colorado, and has bound itself to complete the project within the time or times specified or pay liquidated damages, all as designated, defined and described in the said Contract and Conditions thereof, and in accordance with the Plans and Technical Specifications therefore, a copy of said Contract being made a part hereof;

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

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

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

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

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

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Attest:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
**Contractor**

By: \_\_\_\_\_  
**President**

\_\_\_\_\_  
**Surety**

By: \_\_\_\_\_  
**Attorney-In-Fact**

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

APPROVED AS TO FORM:

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

By: \_\_\_\_\_  
**Assistant City Attorney**

APPROVED FOR THE CITY AND COUNTY  
OF DENVER

By: \_\_\_\_\_  
**MAYOR**

By: \_\_\_\_\_  
**CEO DEPARTMENT OF AVIATION**

**PERFORMANCE AND PAYMENT BOND  
SURETY AUTHORIZATION  
(SAMPLE)**

FAX NUMBER: 303-342-2552  
TELEPHONE NUMBER: 303-342-2540

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

RE: (Company name)

Contract No: «Contract\_No»  
Project Name: «Project\_Name»  
Contract Amount:  
Performance and Payment Bond No.:

Dear Assistant City Attorney,

The Performance and Payment Bonds covering the above captioned project were executed by this agency, through

\_\_\_\_\_ insurance  
company, on \_\_\_\_\_, 20\_\_.

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

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

Thank you.

Sincerely,



**DENVER**  
THE MILE HIGH CITY

TO: All Users of the City of Denver Prevailing Wage Schedules  
FROM: Susan Keller, OHR Compensation and Classification  
DATE: April 10, 2017  
SUBJECT: Latest Update to Prevailing Wage Schedules

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

Modification No. 131  
Publication Date: April 6, 2017  
(11 pages)

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

Questions call (720) 913-5726.

Attachments as listed above.

## APPLIANCE MECHANIC

Last Revision: 02-19-2009

Effective: 04-06-2017

Classification:	<u>Base Wage</u>	<u>Fringes</u>
<b>Appliance Mechanic</b>	\$22.34/hour	\$6.85/hour

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

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

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

## BAGGAGE HANDLING SYSTEM MAINTENANCE

Last Revision: 10-9-2014

Effective: 9-15-2016

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

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

### **Entry Support Mechanic**

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

### **Machinery Maintenance Mechanic**

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

### **Controls System Technician**

Performs a variety of functions such as installation, maintenance, and repair of devices which control and are controlled by the baggage handling system and related equipment. Such devices include, but are not limited to, personal computers, programmable logic controllers and peripherals, motor control panels, photoelectric sensors, sync-pulse tachometers, laser and RF readers, linear induction motors and servo-drives. Troubleshoots and repairs all control system and electrical failures by applying comprehensive technical knowledge to solve problems by interpreting manufacturer manuals or similar documents. Work requires familiarity with the interrelationships of electro-mechanical devices.

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

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

### **BUILDING ENGINEER**

Last Revision: 07-17-2014

Effective: 08-18-2016

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

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

**CUSTODIANS**

Last Revision: 12-3-2015  
Effective: 12-1-2016

	<b><u>Base Wage</u></b>	<b><u>Fringes</u></b>
<b><u>Custodian I</u></b>	\$14.53	\$5.27 (Single) \$7.33 (2-party) \$9.29 (Family)
<b><u>Custodian II</u></b>	\$14.88	\$5.31 (Single) \$7.37 (2-party) \$9.33 (Family)

**Benefits and Overtime**

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

**Position Descriptions:**

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

## DIA OIL & GAS WAGES

Last Revision: 3-17-2016

Effective: April 2017 (the following rates have not changed for 2017)

Classification:	Base Wages:	Fringes	
<u>Classification</u>	<u>SCA Title</u>	<u>Base Wage</u>	<u>Fringes</u>
<b>Mechanic</b>	Heavy Equipment Mechanic	<b>\$23.73</b>	<b>\$7.01</b>
<b>Electrician</b>	Electrician – Maintenance	<b>\$24.90</b>	<b>\$7.14</b>
<b>Pipefitter</b>	Pipefitter, Maintenance	<b>\$24.65</b>	<b>\$7.11</b>
<b>Rig/Drill Operator</b>	Well Driller	<b>\$21.87</b>	<b>\$6.79</b>
<b>Derrick Hand/Roustabout</b>	Laborer	<b>\$13.87</b>	<b>\$5.87</b>
<b>Truck Driver</b>	Truck driver, Heavy	<b>\$21.63</b>	<b>\$6.77</b>

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

### **HEAVY EQUIPMENT MECHANIC**

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

### **PIPEFITTER, MAINTENANCE**

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

### **WELL DRILLER**

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



**LABORER**

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

**TRUCKDRIVER, HEAVY TRUCK**

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

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

Effective: 7-21-2016

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

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

**FIRE EXTINGUISHER REPAIRER**

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

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

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

## FUEL HANDLER SERIES

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

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

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

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

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

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

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

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

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

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

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

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

**FURNITURE MOVERS**  
(Moving, Storage and Cartage Workers)

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

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

**GLYCOL FACILITY WAGES**

Effective: 7-21-2016

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

**DEICING FACILITY OPERATOR**

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

**MAINTENANCE MECHANIC**

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

**MATERIAL HANDLING LABORER**

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

**LANDSIDE PARKING ELECTRONICS TECHNICIAN**

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

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

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

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

**PEST CONTROLLER**

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

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

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

**QUALITY CONTROL & ASSURANCE TECHNICIAN**

Last Revision:  
Effective Date: 03/02/2017

Classification:	<u>Base Wage</u>	<u>Fringes</u>
<b>Quality Control &amp; Assurance Technician</b>	\$21.37/hour	\$6.74 /hour

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

### SIGN ERECTOR

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

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

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

### TELEDATA TECHNICIAN

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

### TRANSIT TECHNICIANS

Last Revision: 12-18-2015  
Transit Technician Series Effective: 12-01-16  
Elevator Repairer Effective: 12-01-16

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

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

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

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

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

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

**TREE TRIMMERS**

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

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

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

**WINDOW CLEANERS**

Last Revision: 2-18-2016  
 Effective: 12-01-2016

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

**Benefits/Overtime**

Parking	With valid monthly parking receipt from approved parking lot, employees are reimbursed for the cost of parking. The employer shall reimburse employees for parking expenses from other parking lots up to the amount reimbursed for DIA Employee Parking Lot upon the submission of a monthly parking receipt. Only (1) one receipt per month.
Shift Differential	\$0.75 per hour for employees assigned to 3rd shift (11:00 p.m. to 7:00 a.m.)
Overtime	One and one-half (1½) times the basic rate of pay in excess of 7.5 hours worked per day or 37.5 hours worked per week.

Lunch	Any employee working seven and a half (7.5) hours in a day is entitled to a thirty (30) minute paid lunch.
Lead Work	\$1.25 per hour above highest paid employee under supervision
High Work	\$1.75 per hour (21 feet or more from ground (base) to top of surface/structure being cleaned)
Training	\$0.25 per hour
ECOPASS	The Company will provide an Eco-Pass to all bargaining unit employees or pay \$.24 per hour for travel differential.
Note:	The Career Service Board in their public hearing on April 3, 2008, approved to amend prevailing wages paid to the Window Cleaners as follows: "All contractors shall provide fringe benefits or cash equivalent at not less than the single rate amount. Contractors who offer health insurance shall provide an employer contribution to such insurance of not less than the 2-party or family rate for any employee who elects 2-party or family coverage. Contractors who offer such coverage will be reimbursed for their employer contributions at the above rates under any City contract incorporating this wage specification."

Exhibit G

**EXECUTIVE ORDER NO. 136**

**TO:** All Departments and Agencies Under the Mayor  
**FROM:** John W. Hickenlooper, Mayor  
**DATE:** May 21, 2009  
**SUBJECT:** Non-displacement of Qualified Workers under City Service Contracts

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

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

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



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

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

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

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

**“NONDISPLACEMENT OF QUALIFIED WORKERS**

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

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

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

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

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

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

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

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

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

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

**7.0**     **General Provisions.**

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

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

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

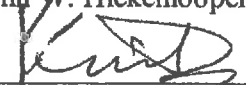
**[Rest of page left intentionally blank.]**

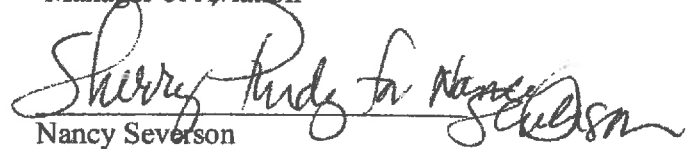
Approved for legality:

  
\_\_\_\_\_  
David R. Fine, City Attorney

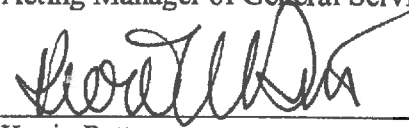
Approved:

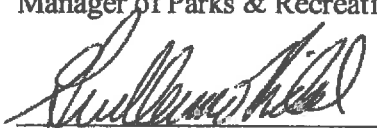
  
\_\_\_\_\_  
John W. Hickenlooper, Mayor

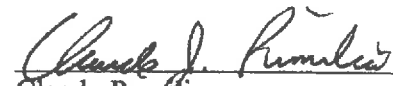
  
\_\_\_\_\_  
Kim Day  
Manager of Aviation

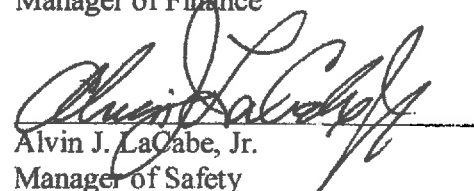
  
\_\_\_\_\_  
Nancy Severson  
Manager of Environmental Health


  
\_\_\_\_\_  
Acting Manager of General Services

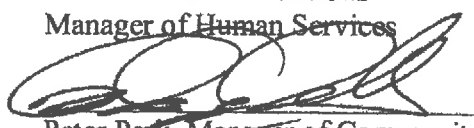
  
\_\_\_\_\_  
Kevin Patterson  
Manager of Parks & Recreation

  
\_\_\_\_\_  
Guillermo "Bill" Vidal  
Manager of Public Works

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

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

  
\_\_\_\_\_  
Patricia Wilson Pheanious  
Manager of Human Services

  
\_\_\_\_\_  
Peter Park, Manager of Community  
Development and Planning

## APPENDIX A

### COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

NOTE: As used below the term "Contractor" shall mean and include Concessionaire, and the term "sponsor" shall mean the "City."

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

1. **Compliance with Regulations.** The Contractor will comply with the Title VI List of Pertinent Non-Discrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.

2. **Nondiscrimination.** The Contractor, with regard to the work performed by it during this Agreement, will not discriminate on the grounds of race, creed, color, national origin, or sex in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontractors, Including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation, made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this Agreement and the Acts and Regulations relative to nondiscrimination 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, Regulations or 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 (FAA) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the sponsor or the FAA, 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 nondiscrimination provisions of this Agreement, the sponsor will impose such Contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the Contractor under this Agreement until the Contractor complies, and/or;
- b. Cancelling, terminating, or suspending this Agreement, in whole or in part.

6. **Incorporation of Provisions.** The Contractor will include the provisions of paragraphs one (1) through six (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations or directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, 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 such litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

## APPENDIX C

### STANDARD FEDERAL ASSURANCES AND NONDISCRIMINATION IN CONSTRUCTION, MAINTENANCE, OPERATION OF FACILITIES

As used below, the term “sponsor” will mean City.

Contractor, for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as part of consideration hereof, does hereby covenant and agree, as a covenant running with the land that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a FAA activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Contractor will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities, as may be amended from time to time, such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
2. With respect to this Agreement, in the event of breach of any of the above Nondiscrimination covenants, sponsor will have the right to terminate this Agreement, and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if this Agreement had never been made or issued.



## **APPENDIX D**

### STANDARD FEDERAL ASSURANCES AND NONDISCRIMINATION IN CONSTRUCTION, USE, OR ACCESS TO FACILITIES

As used below, the term “sponsor” will mean City.

- A. Contractor for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Contractor will use the Premises in compliance with all other requirements imposed by or pursuant to the List of Pertinent Nondiscrimination Authorities.
  
- B. With respect this Agreement, in the event of breach of any of the above nondiscrimination covenants, sponsor will have the right to terminate this Agreement and to enter, re-enter, and repossess said land and the facilities thereon, and hold the same as if this Agreement had never been made or issued.

## APPENDIX E

### TITLE VI LIST OF PERTINENT NONDISCRIMINATION AUTHORITIES

As used below, the term "Contractor" will mean and include Contractor and the term "sponsor" will mean City.

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 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 U.S.C. § 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 U.S. C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC§ 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 1 00-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high

and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S. C. 1681 et seq).

## APPENDIX 1

### DISADVANTAGED BUSINESS ENTERPRISES- REQUIRED STATEMENTS

As used below, the term "Contractor" will mean and include Contractor and the term "sponsor" will mean City.

**Contract Assurance (§ 26.13)** – The Contractor or subcontractor will not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor will carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted Contracts.

Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as the recipient deems appropriate.

**Prompt Payment (§26.29)** – The prime Contractor agrees to pay each subcontractor under this prime Contract for satisfactory performance of its Contract no later than thirty (30) days from the receipt of each payment the prime Contractor receives from Contractor. The prime Contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the sponsor. This clause applies to both DBE and non-DBE subcontractors.

## APPENDIX 2

### ACDBE NONDISCRIMINATION AND ASSURANCE REQUIREMENTS

(1) This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations 49 CFR part 23. Contractor agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management Contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR part 23.

(2) Contractor agrees to include the above statements in any subsequent concession agreement or Contract covered by 49 CFR part 23, that it enters and cause those business to similarly include the statements in further agreements.

## APPENDIX 3

### ACDBE/DBE POLICY AND OBJECTIVE STATEMENTS:

This part 23 seeks to achieve several objectives:

- (a) To ensure nondiscrimination in the award and administration of opportunities for concessions by airports receiving DOT financial assistance;
- (b) To create a level playing field on which ACDBEs can compete fairly for opportunities for concessions;
- (c) To ensure that the Department's ACDBE program is narrowly tailored in accordance with applicable law;
- (d) To ensure that only firms that fully meet this part's eligibility standards are permitted to participate as ACDBEs;
- (e) To help remove barriers to the participation of ACDBEs in opportunities for concessions at airports receiving DOT financial assistance; and
- (f) To provide appropriate flexibility to airports receiving DOT financial assistance in establishing and providing opportunities for ACDBEs.

### **Policy Statement**

#### Section 26.1, 26.23 Objectives/Policy Statement

City has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. City has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, City has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of City to ensure that DBEs are defined in part 26, have an equal opportunity to receive and participate in DOT -assisted Contracts. It is also our policy:

1. To ensure nondiscrimination in the award and administration of DOT- assisted Contracts;
2. To create a level playing field on which DBEs can compete fairly for DOT-assisted Contracts;
3. To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in DOT assisted Contracts;
6. To assist the development of firms that can compete successfully in the market place outside the DBE Program.

DSBO has been delegated as the DBE Liaison Officer. In that capacity, DSBO is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by the sponsor in its financial assistance agreements with the Department of Transportation.

Sponsor has disseminated this policy statement to the City and County of Denver and all of the components of our organization. We have distributed this statement to DBE and non-DBE business communities that perform work for us on DOT -assisted Contracts.

---

CHIEF EXECUTIVE OFFICER

DATE

DBE Obligation. City and its Contractors agree to

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

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