

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) is made and entered into as of the date stated on the City’s signature page below (the “**Effective Date**”) by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado acting on behalf of its Department of Aviation (the “**City**”), and **BIG GREEN LIME, LLC D/B/A ALL STAR STAFFING, LLC**, a corporation organized and existing under and by virtue of the laws of State of Colorado (“**Contractor**”) (collectively the “**Parties**”).

WITNESSETH:

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

WHEREAS, the City desires to obtain professional window cleaning services for the AOB, HTC and Landside Facilities on Airport Property; and

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

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

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

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

ARTICLE I. LINE OF AUTHORITY

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

ARTICLE II. SCOPE OF WORK AND CONTRACTOR RESPONSIBILITIES

A. Scope of Services. Contractor shall provide professional services and provide deliverables for the City as designated by the CEO, and/or her designee, from time to time and as described in the attached *Exhibit A* (“**Scope of Work**”) in accordance with schedules and budgets set by the City. 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

Agreement as being the responsibility of the City. The Parties agree this Agreement is non-exclusive and the City reserves the right to purchase the same services and materials through other procurements.

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

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

D. Subcontractors.

1. In order to retain, hire, and/or contract with an outside subcontractor for work under this Agreement, Contractor must obtain the prior written consent of the CEO or the CEO's designee. Contractor shall request the CEO's approval in writing and shall include: a description of the nature and extent of the services to be provided, the name, address and professional experience of the proposed subcontractor, and any other information requested by the City.

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

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

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

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

E. Personnel Assignments.

1. Contractor or its subcontractor(s) shall assign all key personnel identified

in the Agreement, to perform work under this Agreement (“**Key Personnel**”). Only Key Personnel shall perform work under this Agreement, unless otherwise approved in writing by the SVP or his/her authorized representative.

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

3. The Contractor shall be aware of and comply with the policies (if applicable) outlined in *Exhibit D* Executive Order No. 136 "Non-displacement of Qualified Workers under City Service Contracts".

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

5. If Contractor fails to correct such performance, then the City may revoke its approval of the Key Personnel or other personnel in question and notify Contractor that such Key Personnel or other personnel will not be retained on this Project. Within ten (10) days of receiving this notice, Contractor shall use its best efforts to obtain adequate substitute personnel who must be approved in writing by the Project Manager. Contractor's failure to obtain the Project Manager's approval shall be grounds for Termination for Cause in accordance with Article IV, Section C.3.

F. Non-displacement of Qualified Workers.

1. Consistent with the efficient performance of this Agreement, 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 Agreement or the expiration of the contract under which the employees were hired, a right of first refusal of employment under this Agreement 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 this Article II, Section F.2, there shall be no employment opening under this Agreement, and the Contractor and any subcontractors shall not offer employment under this Agreement, 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 ten (10) days.

2. The Contractor shall retain, for ninety (90) day transition employment period, qualified employees who have exercised their right to accept employment with the contractor as provided in Section F.1 of this Article. 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 ninety (90) day transition employment period, the Contractor shall perform a written performance evaluation for each service employee retain 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.

3. Notwithstanding the obligation under Section F.1, above, the Contractor and any subcontractors (1) may employ under this Agreement any employee who has worked for the contractor or subcontractor for at least three (3) months immediately preceding the commencement of this Agreement 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.

4. The Contractor shall, not less than ten (10) days before completion of this Agreement, furnish the contract administrator a certified list of the names of all service employees working under this Agreement 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 Agreement 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.

5. 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 invoke against the Contractor or its subcontractors, as provided in this Agreement.

6. In every subcontract entered into in order to perform services under this Agreement, the Contractor will include provisions that ensure that each subcontractor will honor the requirements of Sections F.1 through F.2 with respect to the employees of a predecessor subcontractor or subcontractors working under this Agreement as well as of 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 Section F.3,

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, become involved in litigation with 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.

ARTICLE III. OWNERSHIP AND DELIVERABLES

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

ARTICLE IV. TERM AND TERMINATION

A. Term. The Term of this Agreement shall commence on the Effective Date and shall expire two (2) years thereafter, unless terminated in accordance with the terms stated herein (the “**Expiration Date**”). The Term of this Agreement may be extended for one (1) period of one (1) year, on the same terms and conditions, by written notice from the CEO to Contractor. However, no extension of the Term shall increase the Maximum Contract Amount, stated below.

1. If the Term expires prior to Contractor completing the work under this Agreement, subject to the prior written approval of the CEO or his/her authorized representative, this Agreement shall remain in full force and effect until the completion of any services commenced prior to the Expiration Date. Contractor has no right to compensation for services performed after the Expiration Date without such express approval from the CEO or his/her authorized representative.

B. Suspension and Termination.

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

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

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

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

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

4. Opportunity to Cure. Upon receiving the City's notice of breach pursuant to Section C.3.b of this Article, Contractor shall have five (5) days to commence remedying its defective performance. If Contractor diligently cures its defective performance to the City's satisfaction within a reasonable time as determined by the City, then this Agreement shall not terminate and shall remain in full force and effect. If Contractor fails to cure the breach to the City's satisfaction, then the City may terminate this Agreement pursuant to Article IV, Section C.3.a.

5. Compensation for Services Performed Prior to Suspension or Termination Notice. If this Agreement is suspended or terminated, the City shall pay Contractor the reasonable cost of only those services performed to the satisfaction of the CEO or his/her authorized representative prior to the notice of suspension or termination. Contractor shall submit a final invoice for these costs within thirty (30) days of the date of the notice. Contractor has no right to compensation for services performed after the notice unless directed to perform those services by the City as part of the of termination process or as provided in Section 6 below.

6. Reimbursement for Cost of Orderly Termination. In the event of Termination for Convenience of this Agreement pursuant to Article IV, Section C.2., Contractor may request reimbursement from the City of the reasonable costs of orderly termination associated with the Termination for Convenience as part of its submittal of costs pursuant to Section C.5. In no event shall the total sums paid by the City pursuant to this Agreement, including Sections C.5 and C.6, exceed the Maximum Contract Amount.

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

C. Remedies. In the event Contractor performs services under this Agreement in violation of any provision herein, Contractor shall be liable to the City for all costs of correcting the work without additional compensation, including but not limited to additional costs incurred by the City, its tenants, or its other contractors arising out of Contractor's defective work. These remedies are in addition to, and do not limit, the remedies available to the City in law or in equity. These remedies do not amend or limit the requirements of Article VII and Article IX of this Agreement.

ARTICLE V. COMPENSATION AND PAYMENT

A. Maximum Contract Amount. Notwithstanding any other provision of this Agreement, the City shall not be liable under any theory for payment for services rendered and expenses incurred by Contractor under the terms of this Agreement for any amount in excess of the sum of **One Million Five Hundred Forty-Four Thousand Three Hundred Eighteen Dollars and Forty Cents (\$1,544,318.40)** (“**Maximum Contract Amount**”). Contractor shall perform the services on either an hourly rate basis or a lump sum basis up to the Maximum Contract Amount.

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

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

D. Basis for Contractor’s Fee. Contractor’s fee is based on the time required by its professionals to complete the services under this Agreement. Individual hourly rates are set forth in *Exhibit B* (“**Rates and Pricing**”) and vary according to the experience and skill required.

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

F. Invoices. On or before the fifteenth (15th) day of each month, Contractor shall submit to the City a monthly progress invoice containing reimbursable costs and receipts from the previous month for professional services rendered under this Agreement to be audited and approved by the City (“**Invoice**”). Each Invoice shall provide the basis for payments to Contractor under this Agreement. In submitting an Invoice, Contractor shall comply with all requirements of this Agreement and:

1. Include an executive summary and status report(s) that describe the progress of the services and summarize the work performed during the period covered by the Invoice;
2. Include a statement of recorded hours that are billed at an hourly rate;
3. Include the relevant purchase order (“**PO**”) number related to the Invoice;

4. Ensure that amounts shown on the Invoices comply with and clearly reference the relevant services, indicate the hourly rate and multiplier where applicable, and identify the allowable reimbursable expenses;

5. For only those reimbursable costs incurred in the previous month, submit itemized business expense logs and, where billing is based upon receipts, include copies of receipts for all allowable reimbursable expenses;

6. Include the signature of an authorized officer of Contractor, along with such officer's certification they have examined the Invoice and found it to be correct; and

7. Submit each Invoice via email to ContractAdminInvoices@flydenver.com.

8. Late Fees. Contractor understands and agrees interest and late fees shall be payable by the City only to the extent authorized and provided for in the City's Prompt Payment Ordinance.

9. Travel Expenses. Travel and any other expenses are not reimbursable unless such expenses are related to and in furtherance of the purposes of Contractor's engagement, are in accordance with this Agreement, and Contractor receives prior written approval of the SVP or his/her authorized representative.

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

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

I. Carry Over. If Contractor's total fees for any of the services provided under this Agreement are less than the amount budgeted for, the amount remaining in the budget may be used for additional and related services rendered by Contractor if the CEO or his/her authorized representative determines such fees are reasonable and appropriate and provides written approval of the expenditure.

ARTICLE VI. SBE, WAGES AND PROMPT PAYMENT

A. Small Business Enterprise.

1. This Agreement is subject to D.R.M.C. Article V of Chapter 28 designated as §§ 28-117 to 28-199 (the "**Goods and Services Ordinance**") and any Rules or Regulations promulgated pursuant thereto. In accordance with D.R.M.C. § 28-142, the Contractor shall self-perform no less than thirty percent (30%) of the total amount of the contract or purchase order with its own forces.

2. Under D.R.M.C. § 28-146, the Contractor has an ongoing, affirmative obligation to maintain for the duration of this Agreement, at a minimum, compliance with the Small Business Enterprise (“**SBE**”) defined selection pool requirements and the SBE participation upon which this Agreement was awarded, unless the City initiates a material alteration to the scope of work affecting SBEs performing on this Agreement through contract amendment, or other contract modifications, or as otherwise described under D.R.M.C. § 28-147. The Contractor shall do the following:

a. It must establish and maintain records and submit regular reports, as required, which will allow the City to assess the Contractor’s compliance with the defined selection pool requirements and additional SBE participation requirements.

b. If Agreement modifications are issued under the Agreement, Contractor shall have a continuing obligation to immediately inform Division of Small Business Opportunity (“**DSBO**”) in writing of any agreed upon increase or decrease in the scope of work of this Agreement, upon any of the bases discussed in D.R.M.C. § 28-147, regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification.

c. It shall achieve defined selection pool requirements by performing such work as required under the contract and the Goods and Services Ordinance.

d. Contractor shall supply to the DSBO Director documentation required by ordinance with respect to the increased dollar value of this Agreement. The Contractor shall not, during the term of this Agreement:

i. Fail to in fact perform as an SBE to achieve the work scope originally listed at proposal submission in order to achieve defined selection pool requirements; or

ii. Modify or eliminate all or any portion of the scope of work attributable to the SBE subcontractor upon which minimum utilization is based the contract was awarded, unless directed by the City.

e. Should any questions arise regarding DSBO requirements, Contractor should consult the Goods and Services Ordinance or may contact the Project’s designated DSBO representative at (720) 913-1999.

f. Failure to comply with these provisions may subject the Contractor to sanctions set forth in D.R.M.C § 28-150 of the Goods and Services Ordinance.

B. Prompt Pay of SBE Subcontractors. For contracts of one million dollars (\$1,000,000.00) and over, the Contractor is required to comply with D.R.M.C. § 28-225, as applicable, regarding prompt payment to SBE. Payment to SBE subcontractors shall be made by no later than thirty-five (35) days after receipt of an SBE subcontractor invoice.

C. Prevailing Wage. To the extent required by law, Contractor shall comply with,

and agrees to be bound by, all requirements, conditions and City determinations regarding the Payment of Prevailing Wages Ordinance, D.R.M.C. §§ 20-76 through 20-79, including, but not limited to, the requirement that every covered worker working on a City owned or leased building or on City-owned land shall be paid no less than the prevailing wages and fringe benefits in effect on the Effective Date of this Agreement (See *Exhibit G*).

1. Prevailing wage and fringe rates will adjust on, and only on, the anniversary of the Effective Date of this Agreement. Unless expressly provided for in this Agreement, Contractor will receive no additional compensation for increases in prevailing wages or fringe benefits.
2. Contractor shall provide the Auditor with a list of all subcontractors providing any services under the Agreement.
3. Contractor shall provide the Auditor with electronically-certified payroll records for all covered workers employed under this Agreement.
4. Contractor shall prominently post at the work site the current prevailing wage and fringe benefit rates. The posting must inform workers that any complaints regarding the payment of prevailing wages or fringe benefits may be submitted to the Denver Auditor by calling (720) 913-5000 or emailing auditor@denvergov.org.
5. If Contractor fails to pay workers as required by the Prevailing Wage Ordinance, Contractor will not be paid until documentation of payment satisfactory to the Auditor has been provided. The City may, by written notice, suspend or terminate work if Contractor fails to pay required wages and fringe benefits.

D. City Minimum Wage. To the extent required by law, Contractor shall comply with and agrees to be bound by all requirements, conditions, and the City determinations regarding the City's Minimum Wage Ordinance, D.R.M.C. §§ 20-82 through 20-84, including, but not limited to, the requirement that every covered worker shall be paid no less than the City Minimum Wage in accordance with the City's Minimum Wage Ordinance. By executing this Agreement, Contractor expressly acknowledges that Contractor is aware of the requirements of the City's Minimum Wage Ordinance and that any failure by Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

E. Prompt Pay.

1. The City will make monthly progress payments to Contractor for all services performed under this Agreement based upon Contractor's monthly invoices. Such invoices shall be in a form acceptable to the City and shall include detail of the time worked by Contractor's own personnel, billings from subcontractors, and all other information necessary to assess Contractor's progress. Invoices shall be accompanied by documentation of expenses for which reimbursement is sought, and all other supporting documentation required by the City. The City's Prompt Payment Ordinance, D.R.M.C. §§ 20-107 to 20-118, applies to invoicing and payment under this Agreement.

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

ARTICLE VII. INSURANCE REQUIREMENTS

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

B. Unless specifically excepted in writing by DEN Risk Management, if Contractor shall be using subcontractors to provide any part of the services under this Agreement, Contractor shall do one of the following:

3. Include all subcontractors performing services hereunder as insureds under its required insurance and specifically list on all submitted certificates of insurance required under *Exhibit C*; or

4. Ensure that each subcontractor provides its own insurance coverage in accordance with the requirements set forth in this Agreement.

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

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

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

ARTICLE VIII. PERFORMANCE BOND

A. A Performance Bond satisfactory to the City and County of Denver on the form required by the City, in an amount not less than One Hundred Twenty-Five Thousand Dollars (\$125,000.00) is required of the Contractor to guarantee that it will perform the work in strict accordance with Agreement Documents and shall pay all debts incurred under this Agreement. The Surety named in the Bond must be authorized to do business in the State of Colorado.

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

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

D. The only acceptable alternative to a Performance Bond is an Irrevocable Unconditional Letter of Credit from a local financial institution acceptable to the City and County of Denver in the amount of One Hundred Twenty-Five Thousand Dollars (\$125,000.00). Renewal of said Irrevocable Unconditional Letter of Credit during the term and any, one-year extensions of the Agreement shall be as set out above with respect to the Performance, Payment, and Guarantee Bond.

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

ARTICLE IX. DEFENSE AND INDEMNIFICATION

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

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

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

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

ARTICLE X. DISPUTES

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

ARTICLE XI. GENERAL TERMS AND CONDITIONS

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

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

C. Compliance with all Laws and Regulations. Contractor and its subcontractor(s) shall perform all work under this Agreement in compliance with all existing and future applicable

laws, rules, regulations, and codes of the United States, the State of Colorado and with the City Charter, ordinances, Executive Orders and rules and regulations of the City.

D. Compliance with Patent, Trademark and Copyright Laws.

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

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

E. Notices.

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

by Contractor to:

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

And by the City to:

Big Green Lime, LLC d/b/a All Star Staffing, LLC
4063 Adams Street
Denver, CO 80216
Attn: Danielle Gallegos
Phone: 720.775.9886
Email: allstarstaffing08@gmail.com

2. Delivery of Formal Notices. Formal notices of the termination of this Agreement shall be delivered personally during normal business hours to the appropriate office above or by prepaid U.S. certified mail, return receipt requested; express mail return (Fed Ex, UPS, or similar service) or package shipping or courier service; or by electronic delivery directed to the person identified above and copied to the Project Manager through the electronic or software system used at the City's direction for other official

communications and document transmittals. Mailed notices shall be deemed effective upon deposit with the U.S. Postal Service and electronically transmitted notices by pressing “send” or the equivalent on the email or other transmittal method sufficient to irretrievably transmit the document. Either party may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed, delivered or emailed, but such substitutions shall not be effective until actual receipt of written or electronic notification thereof through the method contained in Subsection E.2.

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

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

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

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

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

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

K. Cooperation with Other Contractors.

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

2. Contractor shall have no claim against the City for additional payment due

to delays or other conditions created by the operation of other contractors. The City will decide the respective rights of the various contractors in order to secure the completion of the work.

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

M. Force Majeure. The Parties shall not be liable for any failure to perform any of its obligations or conditions of this Agreement hereunder due to or caused by, in whole or in part, strikes, lockouts, embargoes, shortages of materials, unusual delay by common carriers, unavoidable casualties, war, riots, acts of terrorism, acts of superior government authority, acts of God, judicial action, weather conditions, fires, future epidemics or pandemics, the existence of which is unknown to the Parties at the time of execution of this Agreement, or any other causes beyond the control of the Parties.

1. In no event shall this paragraph be construed so as to relieve Contractor its responsibility to provide all required services hereunder in the event of a labor dispute, strike, or boycott action by or on behalf of any of Contractor's or a subcontractor's employees, or by or on behalf of the employees of any other company doing business at the Airport.

2. The Parties shall have the duty to take reasonable actions to mitigate or prevent further delays or losses resulting from such causes.

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

O. No Authority to Bind City to Contracts. Contractor has no authority to bind the City on any contractual matters. Final approval of all contractual matters which obligate the City must be by the City as required by the City Charter and ordinances.

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

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

R. Taxes and Costs. Contractor shall promptly pay, when due, all taxes, bills, debts and obligations it incurs performing work under this Agreement and shall allow no lien, mortgage, judgment or execution to be filed against land, facilities or improvements owned by the City.

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

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

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

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

4. In the case of a release, spill or leak as a result of Contractor's activities under this Agreement, Contractor shall immediately control and remediate the contaminated media to applicable federal, state and local standards. Contractor shall reimburse the City for any penalties and all costs and expenses, including without limitation attorney's fees, incurred by the City as a result of the release or disposal by Contractor of any pollutant or hazardous material.

ARTICLE XII. RECORD RETENTION AND OTHER STANDARD CITY PROVISIONS

A. Diversity and Inclusiveness. The City encourages the use of qualified small businesses doing business within the metropolitan area that are owned and controlled by economically or socially disadvantaged individuals. Contractor is encouraged, with respect to the goods or services to be provided under this Agreement, to use a process that includes small businesses when considering and selecting any subcontractors or suppliers.

B. Non-Discrimination Policy. In connection with the performance of services under this Agreement, Contractor shall not 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 this provision in all subcontracts hereunder.

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

D. Colorado Open Records Act.

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

2. In the event of a request to the City for disclosure of such information, time and circumstances permitting, the City will make a good faith effort to advise Contractor of such request in order to give Contractor the opportunity to object to the disclosure of any material Contractor may consider confidential, proprietary, or otherwise exempt from disclosure. In the event Contractor objects to disclosure, the City, in its sole and absolute discretion, may file an application to the Denver District Court for a determination of whether disclosure is required or exempted. In the event a lawsuit to compel disclosure is filed, the City may tender all such material to the court for judicial determination of the issue of disclosure. In both situations, Contractor agrees it will either waive any claim of privilege or confidentiality or intervene in such legal process to protect materials Contractor does not wish disclosed. Contractor agrees to defend, indemnify, and hold harmless the City, its officers, agents, and employees from any claim, damages, expense, loss, or costs arising out of Contractor's objection to disclosure, including prompt reimbursement to the City of all reasonable attorney's fees, costs, and damages the City may incur directly or may be ordered to pay by such court, including but not limited to time expended by the City Attorney Staff, whose costs shall be computed at the rate of two hundred dollars and no cents (\$200.00) per hour of City Attorney time.

E. Examination of Records and Audits.

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

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

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

F. Use, Possession or Sale of Alcohol or Drugs. Contractor shall cooperate and comply with the provisions of Denver Executive Order 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 barring Contractor from City facilities or participating in City operations.

G. City Smoking Policy. Contractor and its officers, agents and employees shall cooperate and comply with the provisions of Denver Executive Order No. 99 and the Colorado Indoor Clean Air Act, prohibiting smoking in all City buildings and facilities.

H. Conflict of Interest.

1. Contractor and its subsidiaries, affiliates, subcontractors, principals, or employees shall not engage in any transaction, work, activity or conduct which would

result in a conflict of interest. A conflict of interest occurs when, for example, because of the relationship between two individuals, organizations or one organization (including its subsidiaries or related organizations) performing or proposing for multiple scopes of work for the City, there is or could be in the future a lack of impartiality, impaired objectivity, an unfair advantage over one or more firms competing for the work, or a financial or other interest in other scopes of work.

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

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

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

I. Prohibition Against Employment of Illegal Aliens to Perform Work Under this Agreement.

1. The Agreement is subject to C.R.S. § 8-17.5-101 *et seq.* and D.R.M.C. § 20-90 *et seq.*, and Contractor is liable for any violations as provided in said statute and ordinance.

2. Contractor certifies that:

a. 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.

b. It will participate in the E-Verify Program, as defined in C.R.S. § 8-17.5-101(3.7), to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

3. Contractor also agrees and represents that:

a. It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

b. It shall not enter into a contract with a subcontractor or subconsultant that fails to certify to Contractor that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

c. 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.

d. 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.

e. 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 (3) days. Contractor will also then terminate such subcontractor or subconsultant if within three (3) 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.

f. 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 C.R.S. § 8-17.5-102(5), or the City Auditor under authority of D.R.M.C. § 20-90.3.

ARTICLE XIII. SENSITIVE SECURITY INFORMATION

Contractor acknowledges that, in the course of performing its work under this Agreement, Contractor may be given access to Sensitive Security Information (“SSI”), as material is described in the Code of Federal Regulations, 49 C.F.R. Part 1520. Contractor specifically agrees to comply with all requirements of the applicable federal regulations, including but not limited to, 49 C.F.R. Parts 15 and 1520. Contractor understands any questions it may have regarding its obligations with respect to SSI must be referred to DEN’s Security Office.

ARTICLE XIV. DEN SECURITY

A. Contractor, its officers, authorized officials, employees, agents, subcontractors, and those under its control, shall comply with safety, operational, or security measures required of Contractor or the City by the FAA or TSA. If Contractor, its officers, authorized officials, employees, agents, subcontractors or those under its control, fail or refuse to comply with said

measures and such non-compliance results in a monetary penalty being assessed against the City, then, in addition to any other remedies available to the City, Contractor shall fully reimburse the City any fines or penalties levied against the City, and any attorney fees or related costs paid by the City as a result of any such violation. Contractor must pay this amount within fifteen (15) days from the date of the invoice or written notice. Any fines and fees assessed by the FAA or TSA against the City due to the actions of Contractor and/or its agents will be deducted directly from the invoice for that billing period.

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

ARTICLE XV. FEDERAL RIGHTS

This Agreement is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between the City and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the City for airport purposes and the expenditure of federal funds for the extension, expansion or development of the Denver Municipal Airport System. As applicable, Contractor shall comply with the Standard Federal Assurances identified in *Appendix 1*.

ARTICLE XVI. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE

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

- Appendix 1: Standard Federal Assurances and Non-discrimination
- Exhibit A: Scope of Work
- Exhibit B: Rates and Pricing
- Exhibit C: Insurance Certificate Requirements
- Exhibit D: Executive Order 136 Non-displacement of Qualified Workers
- Exhibit E: Performance and Payment Bond
- Exhibit G: Prevailing Wage Schedule

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

- Appendix 1
- Article I through XVII hereof
- Exhibit A
- Exhibit B
- Exhibit C

Exhibit D
Exhibit E
Exhibit G

ARTICLE XVII. CITY EXECUTION OF AGREEMENT

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

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

[SIGNATURE PAGES, APPENDIX

AND EXHIBITS FOLLOW]

APPENDIX 1

Standard Federal Assurances and Nondiscrimination Non-Federal Contract Provision

A5 CIVIL RIGHTS - GENERAL

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

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

A6 CIVIL RIGHTS – TITLE VI ASSURANCE

Title VI Solicitation Notice:

The (**Name of Sponsor**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, [select disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Compliance with Nondiscrimination Requirements:

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

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will

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

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

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of the Airport Improvement Program grant assurances.

NOW, THEREFORE, the Federal Aviation Administration as authorized by law and upon the condition that the (*Title of Sponsor*) will accept title to the lands and maintain the project constructed thereon in accordance with (*Name of Appropriate Legislative Authority*), for the (**Airport Improvement Program or other program for which land is transferred**), and the policies and procedures prescribed by the Federal Aviation Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 USC § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the (*Title of Sponsor*) all the right, title and interest of the U.S. Department of Transportation/Federal Aviation Administration in and to said lands

described in (*Exhibit A attached hereto or other exhibit describing the transferred property*) and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto (*Title of Sponsor*) and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the (*Title of Sponsor*), its successors and assigns.

The (*Title of Sponsor*), in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the (*Title of Sponsor*) will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the Federal Aviation Administration and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

**CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED
UNDER THE AIRPORT IMPROVEMENT PROGRAM**

The following clauses will be included in (deeds, licenses, leases, permits, or similar instruments) entered into by the (*Title of Sponsor*) pursuant to the provisions of the Airport Improvement Program grant assurances.

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “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 (deed, license, lease, permit, etc.) for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) 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) 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.

- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, (*Title of Sponsor*) will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the (*Title of Sponsor*) will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the (*Title of Sponsor*) and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

**CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED
UNDER THE ACTIVITY, FACILITY OR PROGRAM**

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by (*Title of Sponsor*) pursuant to the provisions of the Airport Improvement Program grant assurances.

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “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 (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, (*Title of Sponsor*) will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

- C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, (*Title of Sponsor*) will there upon revert to and vest in and become the absolute property of (*Title of Sponsor*) and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with

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

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

A17 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The [*Contractor / Consultant*] has full responsibility to monitor compliance to the referenced statute or regulation. The [*Contractor / Consultant*] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

A20 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

Contract Control Number: PLANE-202157983-00
Contractor Name: BIG GREEN LIME, LLC D/B/A
ALL STAR STAFFING, LLC

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

PLANE-202157983-00
BIG GREEN LIME, LLC D/B/A
ALL STAR STAFFING, LLC

DocuSigned by:
By: *Dannielle Gallegos*
72164FB529E949C...

Name: Dannielle Gallegos
(please print)

Title: CEO-Director of operations
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A
WINDOW CLEANING SCOPE OF WORK
Table of Contents

SECTION 1: GENERAL INFORMATION

- 1.1 Manner of Work
- 1.2 Qualifications
- 1.3 Definitions
- 1.4 Authority of the Contract Compliance Supervisor and Contract Compliance Coordinators
- 1.5 Exclusive Performance

SECTION 2: STAFFING

- 2.1 Staffing Plan
- 2.2 Shift Times

SECTION 3: TRAINING

- 3.1 Training Specifications
- 3.2 Employee Driver's License and Records

SECTION 4: EQUIPMENT AND PROPERTY

- 4.1 Uniforms
- 4.2 Equipment Provided by the Contractor
- 4.3 Equipment and Facilities Provided by DEN

SECTION 5: SPECIFICATIONS

- 5.1 Window Cleaning Technical Specifications and Work Items
- 5.2 Modifications to the Work Scope of Specifications
- 5.3 Estimated Quantities
- 5.4 Additional Services
- 5.5 Closing of Traffic Lanes
- 5.6 Safety
- 5.7 Accident Reporting
- 5.8 Airport Security and Airport Security Procedures
- 5.9 Employee Conduct

SECTION 6: PROPOSAL ITEMS

- 6.1 Pricing Sheet

SECTION 7: DEDUCTIONS

- 7.1 Non-Performance Deductions
- 7.2 Staffing Deductions
- 7.3 Damage to City Property

SECTION 1: GENERAL INFORMATION

1.1 Manner of Work

1.1.1 The Contract Documents contain the general outlines and details of the work encompassed by this Contract. All work under the Contract shall be performed in compliance with the requirements of the Contract Documents. All provisions of the Contract Documents are essential parts of the Contract. A requirement occurring in one part is binding as though in all parts. Work to be performed consists of providing window cleaning services for the airport to include the Airport Office Building (AOB), AOB Connector Bridge, Transit Center, Outdoor Plaza and various landside outlying facilities.

1.2 Qualifications

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

- The proposer shall have a minimum of two (2) years of continuous experience immediately prior to the date of submission in the provision of window washing services. Such services shall have been provided to an industrial, commercial, or public entity.
- During that time, the proposer shall have satisfactorily performed at least one window washing contract comparable in size and scope, including a high-rise building which utilizes Bosun Chair Set-ups and roof rollers (or like system) It should also have the same approximate dollar value of this contract.
- The proposer may fulfill this portion of this prerequisite regarding experience, if the proposer can demonstrate to the satisfaction of the City that the person or persons owning and controlling the proposing entity have had a cumulative of at least four (4) years' experience immediately prior to the date of submission of its proposal in the provision of window washing services to a commercial, industrial or public entity. All proposers shall submit documentation supporting this prerequisite with their proposal.
- The proposer must demonstrate financial responsibility and provide the past two (2) years of financial statements prepared in accordance with generally accepted accounting principles. These financial statements must be audited with an independent Certified Personal Accountant (CPA’s) statement attached.
- The Proposer must provide Window Cleaning personnel with the following experience, at a minimum: Window Cleaners should have at least one-year experience with utilization of Bosun Chair and roof rollers or other decent mechanisms. All window cleaning personnel should have verifiable experience in operating scissor lifts, JLG type lifts, Articulating boom lifts or other similar equipment. All work performed shall be completed in full compliance with applicable safety procedures and Occupational Safety and Health Administration (“OSHA”) guidelines.

1.3 Definitions

- 1.3.1 The City and County of Denver, Department of Aviation: Also known as “Department of Aviation”, “DEN”, or “City”.
- 1.3.2 The Chief Executive Officer of the City and County of Denver, Department of Aviation (“CEO”)
- 1.3.3 Contract Compliance Group: Designated employees that have the authority and responsibility for maintaining the compliance of the Contract. This group shall ensure full compliance with all of the terms and conditions contained within the Contract document, including invoice pricing.
- 1.3.4 Contract Administrator: Contract Administrator (“CA”): May monitor and inspect the performance of the work. The CA is an employee of the Airport Operations Division.
- 1.3.5 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.
- 1.3.6 Contract Compliance Coordinator (“CCC”): The Contract Compliance Supervisor may appoint representatives as CCC(s) to monitor and inspect the performance of the work. The CCCs are employees of the Airport Operations Division.
- 1.3.7 Window Cleaner (“WC”): Window Cleaners are responsible for cleaning windows and glass surfaces. Window Cleaners shall meet the minimum qualifications outlined in Section 1.2.
- 1.3.8 Window Cleaning Contractor Supervisor: The Contractor shall provide and maintain adequate and competent continual on-site supervision during all times work is in progress. No additional compensation shall be provided for the supervision. Supervisory costs MUST be included in the net unit pricing offered as proposal items.

1.4 Authority of the Contract Compliance Supervisor and Contract Compliance Coordinators

- 1.4.1 The CCS and CCCs shall have free access to the Contractor’s materials and work site at all times for the purposes of inspecting compliance to this scope of work. These employees shall also have the authority to question the quality, safety, and acceptability of any equipment the Contractor uses to perform these duties.
- 1.4.2 CCCs will conduct daily inspections of all work performed and shall have the authority to approve or disapprove such work and require that it be completed satisfactorily. The CCCs shall have the authority to suspend Contractor work until any questions and/or issues can be resolved by the CCS.

- 1.4.3 The CCS and CCCs are not authorized to revoke, alter, or waive any requirements to this Contract.
- 1.4.4 CCS and CCCs shall not act as foremen, perform duties for the Contractor, nor interfere with the management of the work of the Contractor. Any advice (both verbal and non-verbal) given to the Contractor shall in no way be construed as binding to the City, or as release from fulfilling all the requirements of the Contract. The CCS shall work with Contractor Management when making work requests. The CCS and CCTs shall not make requests directly to Employees of the Contractor.
- 1.4.5 The CCS has the authority to interpret any ambiguous language included in this contract, should any questions arise.

1.5 Exclusive Performance

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

SECTION 2: STAFFING

2.1 Staffing Plan

- 2.1.1 The Contractors staffing plan required to perform tasks and frequencies in Section 6 for the AOB, HTC and Landside Outlying Buildings at DEN. The Staffing number under this contract shall not be less than the proposed detailed plan required to maintain the cleanliness of the items outlined in Section 6. The Management position shall be included in the proposed staffing plan. DEN reserves the right to approve or disapprove the Contractor's staffing plan. The proposed staffing plan will go into effect at the beginning of the Contract, any changes to the staffing plan must be approved by DEN prior to changes taking

Employee Title	1st Shift Monday-Friday 06:00 am - 14:00 pm
Full Time Window Cleaners	3
Full Time Supervisor(s)	1

- 2.1.2 The Project Manager and Supervisor positions must be full time and are to be on the job site at least 8 hours per day. Supervisors are to be “non-working” and do not perform window cleaning work themselves.
- 2.1.3 The Proposer shall at all times provide trained and competent personnel in the number and classifications necessary to perform its services in a safe and efficient manner. DEN reserves the right to approve or disapprove the Contractor’s Personnel.
- 2.1.4 The Contractor shall provide a complete employee roster to the CCS, listing the names of all window cleaners to be employed on a full-time basis under this Contract. The list will provide the name of each employee working by shift and their status. These lists must be current and updated each time there is a change to the schedule.
- 2.1.5 The Contractor will be required to adjust the below recommended schedule to complete the following proposal items at night (10:00 pm – 6:00 am). proposal items that need to be completed over night are identified with an asterisk in the proposal item list. The CCS can make modifications at any time to below list as deemed necessary.
- Transit Center Canopy proposal items
- 2.1.6 The Contractor must have a responsible management contact person available for calls 24 hours a day, 7 days a week.

2.2 Shift Times

- 2.2.1 The Contractor shall observe the following (recommended) hours for providing window cleaning service:
- Monday – Friday: 06:00-14:00 includes 30-minute lunch break
- 2.2.2 All window cleaners shall be required to clock in and out and to sign a performance sheet detailing the shift and work performed.

SECTION 3: TRAINING

3.1 Training Specifications

- 3.1.1 The Contractor shall provide each employee assigned to perform work under this Contract with adequate training in the duties of his/her job to perform the work competently. The Contractor will provide training in accordance with their Company’s training manual, which will be kept current with all/any amendments to the manual.
- 3.1.2 The Contractor shall maintain a training record for each employee. The training record, at a minimum, the employee's name, date of employment, and the type and date of each training class attended. Such records shall be made available to the CCS upon his/her request. The Contract Compliance Group may, from time to time, monitor the conduct of such training classes.

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

3.2 Employee Driver Licenses and Records

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

SECTION 4: EQUIPMENT AND PROPERTY

4.1 Uniforms

- 4.1.1 Contractor employees are required to wear uniforms and appropriate protective clothing while performing work under this Contract and have a neat and clean appearance. No deviations in accessories to the uniforms shall be permitted. Uniforms must display the Contractor's insignia or logo.
- 4.1.2 The Contractor shall provide employees with personal with required personal protective equipment.
- 4.1.3 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.
- 4.1.4 Contractor Supervisory personnel shirts should be a different color from Window Cleaning personnel.
- 4.1.5 The "CCS" must approve the uniform styles in advance of their use.

4.1.6 DEN reserves the right to change the uniform policy and design through the term of the Contract.

4.1.7 The Contractor shall be responsible to replace the employee's worn uniform throughout the term of this Contract.

4.2 Equipment Provided by the Contractor

4.2.1 All of the required equipment and radios shall be purchased brand new within 45 days following the commencement of the Contract. However, office equipment such as computers may be used but must be in excellent, reliable condition and acceptable to the CCS.

4.2.2 Contractor must provide one pick-up truck which must be five (5) model years or newer from contract start date and under 100,000 miles while used under the term of this Contract. Alterations/deviation from the vehicle specifications shall be approved in writing by DEN.

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

- One (1) 26 Ft. Scissor Lift Three
- (3) Roof Rollers
- (1) Bosun Chair Set-up
- One (1) 18 Ft. IA- duty A frame industrial ladder
- Two (2) piece aluminum sectional ladders with five (5) 8 Ft. sections
- Lift rental for canopies/as needed (100ft+ may be required)
- Power Washer
- All necessary window cleaning tools and supplies to its employees, including but not limited to squeegees, buckets, scrapers, orange cones, and wands (scrubber).

4.2.4 The City may inspect equipment from time to time to ensure appropriate safety measures are met and may instruct the Contractor to make improvements or revisions. Any approval by the Contract Compliance Supervisor or their designee of practices, manner of work or equipment used by the Contractor shall not relieve the Contractor from Contractor's full responsibility and liability for the complete, safe and accurate performance of the work in accordance with this agreement or from any duty, obligation, or liability imposed upon Contractor by the Contract or from responsibility for injuries to persons or damage to property.

4.3 Equipment and Facilities Provided by DEN

4.3.1 The City will provide, at no expense to the Contractor, office space, storage space and utilities as reasonably necessary for the performance of the Contractor's duties at Denver International Airport. Contractor will be provided, at a minimum the following facilities:

- Business offices suitable for the management of the Contract
- Breakrooms and storage rooms for Contractor employees

4.3.2 The City may provide (upon availability) a 60-foot boom truck for Contractor's use. DEN will provide the Contractor access to a 40'- 45' "JLG" lift or equivalent on an "as needed" basis during the term of this Contract. Should the boom truck not be available while it's under repair and or undergoing routine maintenance the contractor must make other arrangement to perform the proposal item as scheduled by renting the required equipment, pricing for equipment rental shall be consistent with proposal item #48A. It is the responsibility of the Contractor to have all necessary license requirements needed to operate the equipment the City provides. In return for the use of such equipment, the Contractor accepts responsibility for any property damage and injuries resulting from the use of any and all City equipment by Contractor personnel; without limiting the foregoing, the provisions of Indemnification (in the sample contract), apply to the use of such equipment by the Contractor or any subcontractor.

SECTION 5: SPECIFICATIONS

5.1 Window Cleaning Technical Specifications and Work Items

- 5.1.1 The Contractor shall meet the following expectations as defined on all proposal items: Window (glass) cleaning is defined as the complete removal of smudges, tape, and oil film, and other types of soil from all glass surfaces. A glass cleaning chemical, window squeegee tool with a rubber blade, clean sponge and synthetic fiber cloths should be used. After washing, the glass areas will be free of dust, smudges, oily film, tape, and all other types of soil, streaks, smudges, and water marks. Glass cleaner splash and drip marks should be removed from all adjacent surfaces, i.e. window frames, sills and other horizontal and vertical surfaces.
- 5.1.2 The following specifications apply to the cleaning of the Transit Center Canopies:
- Contractor will be required to power wash and scrub the top of the canopies
 - Contractor will utilize a wand and squeegee to clean the sides of the canopies.
 - The intent of these specifications is to ensure that all glass is free of soil, streaks, smudges, and water marks upon completion of proposal item.
- 5.1.3 Window cleaning specifications may include other "non-glass" surfaces which due to convenience and access by window cleaning crew, will be cleaned in conjunction with the windows in certain areas. The performance of the work shall be of high-grade workmanship by competent, trained, and qualified window cleaning operators who shall be fully supervised at all times.
- 5.1.4 The Contractor shall be responsible for delivering to the Contract Compliance Coordinators and Contract Compliance Supervisor a Window Cleaners update report at the beginning and end of each scheduled shift. Said report will be submitted

approximately within ½ an hour of the beginning of each scheduled shift and within approximately ½ hour after the end of shift. The report should include at a minimum the following information in the forms developed between the awarded vendor and DEN.

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

5.1.5 Interference with the normal activity of Denver International Airport shall be kept to a minimum. All equipment necessary to perform the work shall be provided by the Contractor and shall be removed from the premises at the end of working day. If the Contractor desires for equipment to remain on the Airport site, written authorization must be given by the Contract Compliance Supervisor and the equipment must be stored only in area(s) designated by the CCS.

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

5.1.7 The Contractors management or supervisory staff will conduct sufficient inspections to ensure the work is performed as specified. The Contractor Supervisor shall use work assignment sheets and the tool and equipment checklist for each assignment to record discrepancies. The Contractor Supervisor shall provide a copy of all inspection reports to the CCS each day that work is performed.

5.1.8 The CCS or other employees of the Contract Compliance Group will also perform inspections of Contractor's work. Should the Contract Compliance Group find any deficiencies, the Contractor shall correct these deficiencies within three (3) hours of notification or be subject to deductions under Section 7.1 for substandard completion of proposal items.

5.2 Modifications to the Work Scope of Specifications

5.2.1 The Contractor agrees that the City may at any time require deletions, additions or modifications to the work, without invalidating the Contract, by giving written notice thereof to the Contractor prior to the effective date of such deletions, additions or modifications. Temporary work revisions that do not result in any change to the price to be paid by the City for the Contractor's services hereunder may be directed verbally by the CCS; otherwise, work revisions must be directed in writing and signed by the CEO or his/her designee in function in order for the Contractor to be paid for such work.

5.2.2 If prior to the formal issuance by the CEO or his/her designee in function of a work modification which requires a price adjustment, the Contractor and the City can agree to a contract price adjustment for the change, that agreement will be expressed in the CEO's or his/her designee work modification directive, either as a decrease or an increase to the monthly payment for routine work.

5.3 Estimated Quantities

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

5.4 Additional Services

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

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

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

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

5.4.4 The Contractor shall be compensated for such Additional Services, only if the services and amount of compensation therefore have been authorized in advance in writing by the CCS, in accordance and consistent with the pricing in **Proposal Item 5A**. The total amount of costs for Additional services shall not exceed twenty five thousand dollars (\$5,000.00 per year), and in no event shall the approval of Additional Services and the cost of performing them, be deemed to constitute an agreement by the City to an increase in the Maximum Contract Liability set forth in the Contract.

5.5 Closing of Traffic Lanes

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

5.6 Safety

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

5.7 Accident Reporting

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

5.8 Airport Security and Airport Security Procedures

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

5.8.2 The Contractor, promptly upon notice of award of this Contract, shall meet with the Airport's 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.

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

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

5.9 Employee Conduct

5.9.1 The Contractor shall only use skilled, competent personnel, who are experienced and knowledgeable in window washing services.

5.9.2 The Contractor shall be responsible for the neat appearance, courtesy, efficiency, and conduct of all the Contractor's personnel at all times.

5.9.3 The City reserves the right to approve the Contractor's employment or appointment of any person performing work at the Airport under this Contract, if such person is deemed by the Contract Compliance Supervisor to be unfit to carry out the duties of the position to which the Contractor intends to assign or has assigned such individual.

5.9.4 All the employees, subcontractors, and agents of the Contractor shall conduct their activities and services in a professional and customer-service-focused manner throughout the term of this contract.

5.9.5 The Contractor shall remove any person from the Airport at the City's request.

SECTION 6: PROPOSAL ITEMS

Landside Outlying Buildings; Maintenance Center Facility, Ground Transportation Facility, Parking Buildings, Parking Garages, Parking Shelters, Parking Exit Booths, Satellite Badging Office, TSA/DPD Kennel Facility, Carpenter Shop and Worldport				
Proposal items	Description	Frequency	Cost per Occurrence	Annual Cost
1A	PARKING LOT OFFICES, EAST AND WEST GARAGE AND ECONOMY, MT. ELBERT AND PIKES PEAK INTERIOR AND EXTERIOR INCLUDING TICKET BOOTH EXTERIOR	Every other week	\$1,225.00	\$31,850.00
1B	WASH INTERIOR & EXTERIOR OF SHELTERS IN MT. ELBERT LOT, PIKES PEAK LOT, LANDSIDE EMPLOYEE LOT, EAST AND WEST ECONOMY LOTS	Every other week	\$1,250.00	\$ 32,500.00
1C	WASH GUARD SHACKS 1, 5 & AOB AND DOCK MASTER OFFICE INTERIOR & EXTERIOR	Every other week	\$200.00	\$5,200.00
1D	WASH INTERIOR OF EXTERIOR BRIDGE WINDOWS OF PARKING STRUCTURE	Every other week	\$200.00	\$5,200.00

1E	WASH WINDOWS ELEVATOR LOBBIES (GARAGE) INTERIOR & EXTERIOR LEVELS 1 THROUGH 5	Monthly	\$720.00	\$8,640.00
1F	TURNSTILE BLDGS WASH INTERIOR & EXTERIOR OF ALL GLASS	Monthly	\$600.00	\$7,200.00
1G	MAINTENANCE FACILITY WASH INTERIOR & EXTERIOR OF ALL GLASS	Every other month	\$ 833.00	\$4,998.00
1H	GROUND TRANSPORTATION BLDG & RESTROOM BLDG WASH INTERIOR & EXTERIOR OF ALL GLASS	Every other month	\$667.00	\$4,002.00
1I	CARPENTER SHOP WASH INTERIOR & EXTERIOR OF ALL GLASS	Every other month	\$413.00	\$2,478.00
1J	TSA/DPD DOG KENNEL FACILITY WASH INTERIOR & EXTERIOR OF ALL GLASS	Every other month	\$285.00	\$1,710.00
1K	SATELLITE BADGING BLDG WASH INTERIOR & EXTERIOR OF ALL GLASS	Every other month	\$150.00	\$ 900.00
1L	FIRE STATION 35 WASH INTERIOR AND EXTERIOR OF ALL GLASS	Every other month	\$733.00	\$4,398.00
1M	WASH EXTERIOR OF SPANDRELITE GLASS AND BRIDGE GLASS ON PARKING STRUCTURE	Three Times a Year	\$1,500.00	\$4,500.00
1N	WORLDPORT CITY OFFICES ALL INTERIOR AND EXTERIOR GLASS	Quarterly	\$1,875.00	\$7,500.00

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

2A	INTERIOR SLIDER DOOR/PARTITION 1ST LEVEL WEST	weekly	\$150.00	\$7,800.00
2B	TRAIN STATION RAIL GLASS FRONT	weekly	\$150.00	\$7,800.00
2C	TRANSIT CENTER TO TERMINAL ESCALATOR WRAP	weekly	\$150.00	\$7,800.00
2D	TRANSIT CENTER TO TERMINAL ESCALATOR INT/EXT	weekly	\$200.00	\$10,400.00
2E	5TH LEVEL RAIL GLASS EAST FRONT/BACK SIDE	weekly	\$300.00	\$15,600.00
2F	5TH LEVEL RAIL GASS WEST FRONT/BACK SIDE	weekly	\$300.00	\$15,600.00
2G	TRAIN STATION BOOTH	weekly	\$100.00	\$5,200.00
2H	TRAIN STATION RAIL GLASS BACK	weekly	\$150.00	\$7,800.00
2I	WEST STORE FRONTS 5TH LEVEL EXTERIOR	Quarterly	\$925.00	\$3,700.00
2J	1ST LEVEL BREEZEWAY INT/EXT (EXCLUDE INTERIOR VENDOR SPACE)	Quarterly	\$875.00	\$3,500.00
2K	AIR SHAFT/ELEVATOR GLASS BOX'S 5TH LEVEL, EAST AND WEST PLAZA	Quarterly	\$350.00	\$1,400.00
2L	*SOUTH END ESCALATOR WALL EAST EXTERIOR	Annual	\$4,482.00	\$4,482.00
2M	SOUTH END ESCALATOR WALL EAST INTERIOR	Semi-Annual	\$3,200.00	\$6,400.00
2N	SOUTH END ESCALATOR DIVIDER WALL EAST INTERIOR	Semi-Annual	\$3,800.00	\$7,600.00
2O	*SOUTH END ESCALATOR WALL WEST EXTERIOR	Annual	\$4,482.00	\$4,482.00
2P	SOUTH END ESCALATOR WALL WEST INTERIOR	Semi-Annual	\$900.00	\$1,800.00
2Q	SOUTH END ESCALATOR DIVIDER WALL WEST INTERIOR	Semi-Annual	\$4,000.00	\$8,000.00
2R	4TH LEVEL OFFICE WINDOWS INT/EXT EAST & WEST	Semi-Annual	\$2,200.00	\$4,400.00

2S	2ND LEVEL OFFICE WINDOWS EXTERIOR EAST & WEST	Semi-Annual	\$1,500.00	\$3,000.00
2T	SOUTH END LARGE CANOPY TOP (PRESSURE WASH)	Annual	\$22,500.00	\$22,500.00
2U	SOUTH END SMALL CANOPY TOP (PRESSURE WASH)	Annual	\$15,000.00	\$15,000.00
2V	NORTH END CANOPY TOP (PRESSURE WASH)	Annual	\$10,500.00	\$10,500.00
2W	SOUTH END LARGE CANOPY BOTTOM	Annual	\$9,500.00	\$9,500.00
2X	SOUTH END SMALL CANOPY BOTTOM (INCLUDING ARCHED WINDOWS)	Semi-Annual	\$4,250.00	\$8,500.00
2Y	NORTH END CANOPY BOTTOM (INCLUDING ARCHED WINDOWS)	Semi-Annual	\$ 4,250.00	\$8,500.00
Airport Office Building (AOB)				
3A	AOB-WASH ALL SIDES ELEVATOR ENCLOSURE AND DOOR GLASS, LVL 5A & 5B	weekly	\$275.00	\$14,300.00
3B	AOB-WASH ENTRANCE INTERIOR & EXTERIOR FLOOR DOORS LEVELS 6 & 9	weekly	\$ 275.00	\$14,300.00
3C	WASH INSIDE OF ALL EXTERIOR GLASS IN AOB LEVELS 6 THRU 10	Semi-Annual	\$ 5,000.00	\$10,000.00
3D	AOB WASH OUTSIDE OF ALL EXTERIOR GLASS & SPANDRELITE PANELS	Annual	\$20,000.00	\$20,000.00
3E	AOB-WASH INTERIOR & EXTERIOR OF BLOCK GLASS AT ALL GARAGE LEVELS	Annual	\$1,500.00	\$1,500.00
3F	AOB-WASH INTERIOR & EXTERIOR OF BLOCK GLASS AT DOCK AREA	Annual	\$1,500.00	\$1,500.00
3G	AOB-WASH OUTSIDE OF SPANDRELITE PANELS ABOVE LEVEL 5B (EASTSIDE)	Annual	\$1,500.00	\$1,500.00
Administration Connector (A Bridge) Building /Walkway/Customs				
4A	ADMIN/CUSTOMS-WASH ALL SIDES OF MOVING WALKWAY GLASS	weekly	\$175.00	\$9,100.00
4B	ADMIN/CUSTOMS- ART DISPLAY CASES WASH EXTERIOR GLASS	weekly	\$200.00	\$10,400.00
4C	ADMIN/CUSTOMS-WASH BOTH SIDES OF ALL INTERIOR PARTITION GLASS IN CUSTOMS	weekly	\$250.00	\$13,000.00
4D	WASH INSIDE OF EXTERIOR GLASS INCLUDING SPANDRELITE WALL PANELS, ADMINISTRATION BLDG CONNECTOR LEVEL (N. TERMINAL LEVEL 6 TO SECURITY)	weekly	\$400.00	\$20,800.00
4E	ADMIN/CUSTOMS-WASH INTERIOR CLEAR GLASS PANELS ON LEVEL 4 E & W	weekly	\$250.00	\$13,000.00
4F	ADMIN/CUSTOMS-WASH ALL SIDES OF ESCALATOR GLASS	Every other Month	\$720.00	\$4,320.00
4G	WASH INTERIOR OF EXTERIOR GLASS CUSTOMS LEVEL (INCLUDE CUSTOMS OFFICE AREA)	Three Times a Year	\$1,300.00	\$3,900.00

4H	WASH EXTERIOR OF ADMINISTRATION CONNECTOR BUILDING GLASS CLEAR AND SPANDRELITE	Semi-Annual	\$1,575.00	\$3,150.00
4I	ADMIN/CUSTOMS-WASH EXTERIOR CLEAR GLASS PANELS ON LEVEL 4 E & W	Annual	\$9,390.00	\$9,390.00
4J	CUSTOMS EXTERIOR E & W CLEAR AND SPANDRELITE PANELS (INCLUDING BRIDGE & ESCALATOR ENCLOSURES)	Annual	\$4,500.00	\$4,500.00
Additional Services				
5A	HOURLY RATE FOR ADDITIONAL SERVICES (PRICE TO BE MULTIPLIED BY 10 HOURS FOR EVALUATION PURPOSES)	Per Request	\$50	\$500.00
5B	>100' MAN-LIFT RENTAL, HOURLY RATE (PRICE TO BE MULTIPLIED BY 10 HOURS FOR EVALUATION PURPOSES)	Per Request	\$750	\$7,500.00

SECTION 7: DEDUCTIONS

7.1 Non-Performance Deductions

- 7.1.1 Proposal Item List—Contractor failure to perform the “Proposal Item” as described herein, the City will deduct two thousand dollars (\$2,000.00) per non-compliance per “Proposal Item” per occurrence.
- 7.1.2 Substandard performance on work items. 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 CCS or his/her designees. If deficiencies noted are not corrected within 24 hours, the contractor will be charged one hundred dollars (\$100.00) per hour until said deficiencies are corrected.
- 7.1.3 Insufficient Equipment—The Contractor will be subject to a two hundred fifty-dollar deduction (\$250.00) per day per piece of equipment for not having at the job site the minimum equipment required by this Contract.

7.2 Staffing Deductions

- 7.2.1 The Contractor must have agreed staffing that is dedicated to work on-site under this Contract throughout the term. Should the staffing levels fall under the agreed level, though termination or resignation, the Contractor shall have 21 calendars day to hire replacement personnel or DEN will deduct from the monthly invoice the applicable daily deductions starting on the 22nd day of each vacated position until replacement personnel is hired.

- Window cleaner—\$300.00 per day per window cleaner
- Supervisor—\$350.00 per day per supervisor

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

7.3 Damage to City Property

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

Exhibit B Rates and Pricing

Landside Outlying Buildings; Maintenance Center Facility, Ground Transportation Facility, Parking Buildings, Parking Garages, Parking Shelters, Parking Exit				
Proposal items	Description	Frequency	Cost per Occurance	Annual Cost
1A	PARKING LOT OFFICES, EAST AND WEST GARAGE AND ECONOMY, MT. ELBERT AND PIKES PEAK INTERIOR AND EXTERIOR INCLUDING TICKET BOOTH EXTERIOR	Every other week	\$ 1,225.00	\$ 31,850.00
1B	WASH INTERIOR & EXTERIOR OF SHELTERS IN MT. ELBERT LOT, PIKES PEAK LOT, LANDSIDE EMPLOYEE LOT, EAST AND WEST ECONOMY LOTS	Every other week	\$ 1,250.00	\$ 32,500.00
1C	WASH GUARD SHACKS 1, 5 & AOB AND DOCK MASTER OFFICE INTERIOR & EXTERIOR	Every other week	\$ 200.00	\$ 5,200.00
1D	WASH INTERIOR OF EXTERIOR BRIDGE WINDOWS OF PARKING STRUCTURE	Every other week	\$ 200.00	\$ 5,200.00
1E	WASH WINDOWS ELEVATOR LOBBIES (GARAGE) INTERIOR & EXTERIOR LEVELS 1 THROUGH 5	Monthly	\$ 720.00	\$ 8,640.00
1F	TURNSTILE BLDGS WASH INTERIOR & EXTERIOR OF ALL GLASS	Monthly	\$ 600.00	\$ 7,200.00
1G	MAINTENANCE FACILITY WASH INTERIOR & EXTERIOR OF ALL GLASS	Every other month	\$ 833.00	\$ 4,998.00
1H	GROUND TRANSPORTATION BLDG & RESTROOM BLDG WASH INTERIOR & EXTERIOR OF ALL GLASS	Every other month	\$ 667.00	\$ 4,002.00
1I	CARPENTER SHOP WASH INTERIOR & EXTERIOR OF ALL GLASS	Every other month	\$ 413.00	\$ 2,478.00
1J	TSA/DPD DOG KENNEL FACILITY WASH INTERIOR & EXTERIOR OF ALL GLASS	Every other month	\$ 285.00	\$ 1,710.00
1K	SATELLITE BADGING BLDG WASH INTERIOR & EXTERIOR OF ALL GLASS	Every other month	\$ 150.00	\$ 900.00
1L	FIRE STATION 35 WASH INTERIOR AND EXTERIOR OF ALL GLASS	Every other month	\$ 733.00	\$ 4,398.00
1M	WASH EXTERIOR OF SPANDRELITE GLASS AND BRIDGE GLASS ON PARKING STRUCTURE	Three Times a Year	\$ 1,500.00	\$ 4,500.00
1N	WORLDPORT CITY OFFICES ALL INTERIOR AND EXTERIOR GLASS	Quarterly	\$ 1,875.00	\$ 7,500.00

PLAZA AND TRANSIT CENTER (WEATHER PERMITTING) items with an asterisk* will be completed at night				
2A	INTERIOR SLIDER DOOR/PARTITION 1ST LEVEL WEST	weekly	\$ 150.00	\$ 7,800.00
2B	TRAIN STATION RAIL GLASS FRONT	weekly	\$ 150.00	\$ 7,800.00
2C	TRANSIT CENTER TO TERMINAL ESCALATOR WRAP	weekly	\$ 150.00	\$ 7,800.00
2D	TRANSIT CENTER TO TERMINAL ESCALATOR INT/EXT	weekly	\$ 200.00	\$ 10,400.00
2E	5TH LEVEL RAIL GLASS EAST FRONT/BACK SIDE	weekly	\$ 300.00	\$ 15,600.00
2F	5TH LEVEL RAIL GASS WEST FRONT/BACK SIDE	weekly	\$ 300.00	\$ 15,600.00
2G	TRAIN STATION BOOTH	weekly	\$ 100.00	\$ 5,200.00
2H	TRAIN STATION RAIL GLASS BACK	weekly	\$ 150.00	\$ 7,800.00
2I	WEST STORE FRONTS 5TH LEVEL EXTERIOR	Quarterly	\$ 925.00	\$ 3,700.00
2J	1ST LEVEL BREEZEWAY INT/EXT (EXCLUDE INTERIOR VENDOR SPACE	Quarterly	\$ 875.00	\$ 3,500.00
2K	AIR SHAFT/ELEVATOR GLASS BOX'S 5TH LEVEL, EAST AND WEST PLAZA	Quarterly	\$ 350.00	\$ 1,400.00
2L	*SOUTH END ESCALATOR WALL EAST EXTERIOR	Annual	\$ 4,482.00	\$ 4,482.00
2M	SOUTH END ESCALATOR WALL EAST INTERIOR	Semi-Annual	\$ 3,200.00	\$ 6,400.00
2N	SOUTH END ESCALATOR DIVIDER WALL EAST INTERIOR	Semi-Annual	\$ 3,800.00	\$ 7,600.00
2O	*SOUTH END ESCALATOR WALL WEST EXTERIOR	Annual	\$ 4,482.00	\$ 4,482.00
2P	SOUTH END ESCALATOR WALL WEST INTERIOR	Semi-Annual	\$ 900.00	\$ 1,800.00
2Q	SOUTH END ESCALATOR DIVIDER WALL WEST INTERIOR	Semi-Annual	\$ 4,000.00	\$ 8,000.00
2R	4TH LEVEL OFFICE WINDOWS INT/EXT EAST & WEST	Semi-Annual	\$ 2,200.00	\$ 4,400.00

2S	2ND LEVEL OFFICE WINDOWS EXTERIOR EAST & WEST	Semi-Annual	\$ 1,500.00	\$ 3,000.00
2T	SOUTH END LARGE CANOPY TOP (PRESSURE WASH)	Annual	\$ 22,500.00	\$ 22,500.00
2U	SOUTH END SMALL CANOPY TOP (PRESSURE WASH)	Annual	\$ 15,000.00	\$ 15,000.00
2V	NORTH END CANOPY TOP (PRESSURE WASH)	Annual	\$ 10,500.00	\$ 10,500.00
2W	SOUTH END LARGE CANOPY BOTTOM	Annual	\$ 9,500.00	\$ 9,500.00
2X	SOUTH END SMALL CANOPY BOTTOM (INCLUDING ARCHED WINDOWS)	Semi-Annual	\$ 4,250.00	\$ 8,500.00
2Y	NORTH END CANOPY BOTTOM (INCLUDING ARCHED WINDOWS)	Semi-Annual	\$ 4,250.00	\$ 8,500.00

Airport Office Building (AOB)

3A	AOB-WASH ALL SIDES ELEVATOR ENCLOSURE AND DOOR GLASS, LVL 5A & 5B	weekly	\$ 275.00	\$ 14,300.00
3B	AOB-WASH ENTRANCE INTERIOR & EXTERIOR FLOOR DOORS LEVELS 6 & 9	weekly	\$ 275.00	\$ 14,300.00
3C	WASH INSIDE OF ALL EXTERIOR GLASS IN AOB LEVELS 6 THRU 10	Semi-Annual	\$ 5,000.00	\$ 10,000.00
3D	AOB WASH OUTSIDE OF ALL EXTERIOR GLASS & SPANDRELITE PANELS	Annual	\$ 20,000.00	\$ 20,000.00
3E	AOB-WASH INTERIOR & EXTERIOR OF BLOCK GLASS AT ALL GARAGE LEVELS	Annual	\$ 1,500.00	\$ 1,500.00
3F	AOB-WASH INTERIOR & EXTERIOR OF BLOCK GLASS AT DOCK AREA	Annual	\$ 1,500.00	\$ 1,500.00
3G	AOB-WASH OUTSIDE OF SPANDRELITE PANELS ABOVE LEVEL 5B (EASTSIDE)	Annual	\$ 1,500.00	\$ 1,500.00

Administration Connector (A Bridge) Building /Walkway/Customs

4A	ADMIN/CUSTOMS-WASH ALL SIDES OF MOVING WALKWAY GLASS	weekly	\$ 175.00	\$ 9,100.00
4B	ADMIN/CUSTOMS- ART DISPLAY CASES WASH EXTERIOR GLASS	weekly	\$ 200.00	\$ 10,400.00
4C	ADMIN/CUSTOMS-WASH BOTH SIDES OF ALL INTERIOR PARTITION GLASS IN CUSTOMS	weekly	\$ 250.00	\$ 13,000.00
4D	WASH INSIDE OF EXTERIOR GLASS INCLUDING SPANDRELITE WALL PANELS, ADMINISTRATION BLDG CONNECTOR LEVEL (N.TERMINAL LEVEL 6 TO SECURITY)	weekly	\$ 400.00	\$ 20,800.00
4E	ADMIN/CUSTOMS-WASH INTERIOR CLEAR GLASS PANELS ON LEVEL 4 E & W	weekly	\$ 250.00	\$ 13,000.00
4F	ADMIN/CUSTOMS-WASH ALL SIDES OF ESCALATOR GLASS	Every other Month	\$ 720.00	\$ 4,320.00
4G	WASH INTERIOR OF EXTERIOR GLASS CUSTOMS LEVEL (INCLUDE CUSTOMS OFFICE AREA)	Three Times a Year	\$ 1,300.00	\$ 3,900.00
4H	WASH EXTERIOR OF ADMINISTRATION CONNECTOR BUILDING GLASS CLEAR AND SPANDRELITE	Semi-Annual	\$ 1,575.00	\$ 3,150.00
4I	ADMIN/CUSTOMS-WASH EXTERIOR CLEAR GLASS PANELS ON LEVEL 4 E & W	Annual	\$ 9,390.00	\$ 9,390.00
4J	CUSTOMS EXTERIOR E & W CLEAR AND SPANDRELITE PANELS (INCLUDING BRIDGE & ESCALATOR ENCLOSURES)	Annual	\$ 4,500.00	\$ 4,500.00

Additional Services

5A	HOURLY RATE FOR ADDITIONAL SERVICES (PRICE TO BE MULTIPLIED BY 10 HOURS FOR EVALUATION PURPOSES)	Per Request	50	\$ 500.00
5B	>100' MAN-LIFT RENTAL, HOURLY RATE (PRICE TO BE MULTIPLIED BY 10 HOURS FOR EVALUATION PURPOSES)	Per Request	750	\$ 7,500.00

Annual Cost \$ 485,000.00

EXHIBIT C

CITY AND COUNTY OF DENVER INSURANCE REQUIREMENTS FOR DEPARTMENT OF AVIATION INFRASTRUCTURE MAINTENANCE AGREEMENT

A. Certificate Holder

The certificate shall be issued to: CITY AND COUNTY OF DENVER
Denver International Airport
8500 Peña Boulevard, Suite 8810
Denver CO 80249
Attn: Risk Management

B. Acceptable Certificate of Insurance Form and Submission Instructions

Please read these requirements carefully to ensure proper documentation and receipt of your certificate(s) of insurance.

- ACORD FORM (or equivalent) certificate is required.
- SUBMIT via emailed in pdf format to: contractadmininvoices@flydenver.com
- ELECTRONIC CERTIFICATES are required, hard copy documents will not be accepted.
- THIRD PARTY SOFTWARE may be implemented during the term of this Agreement to manage insurance compliance and documents with required use by Vendor of such system.
- REFERENCE on the certificate must include the DEN assigned Contract Number.

C. Coverages and Limits

1. Commercial General Liability:

Vendor shall maintain insurance coverage including bodily injury, property damage, personal injury, advertising injury, independent contractors and products and completed operations in minimum limits of \$1,000,000 each occurrence, \$2,000,000 products and completed operations aggregate and \$2,000,000 location aggregate.

- a. Such insurance shall also provide contractual liability covering liability assumed under this Agreement (including defense costs assumed under contract) within the scope of coverages provided.
- b. Such insurance shall include Mobile Equipment Liability, if such equipment will be used to perform services under this Agreement.

2. Business Automobile Liability:

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

- a. If operating vehicles unescorted airside at DEN, a \$10,000,000 combined single limit each occurrence for bodily injury and property damage is required.
- b. If Vendor does not have blanket coverage on all owned and operated vehicles and will require unescorted airside driving privileges, then a schedule of insured vehicles (including year, make, model and VIN number) must be submitted with the Certificate of Insurance.
- c. The policy must not contain an exclusion related to operations on airport premises
- d. If transporting waste, hazardous material, or regulated substances, Vendor shall carry a Broadened Pollution Endorsement and an MCS 90 endorsement on its policy.

- e. If Vendor is an individual or represents that Vendor does not own any motor vehicles and Vendor's owners, officers, directors, and employees use their personal vehicles for business purposes, Personal Automobile Liability insurance coverage will be accepted provided it includes a business use endorsement.
 - f. If Vendor will be completing all services to DEN under this Agreement remotely this requirement will be waived.
3. **Workers' Compensation and Employer's Liability Insurance:**
Vendor shall maintain workers compensation coverage in compliance with the statutory requirements of the state(s) of operation and Employer's Liability insurance with limits no less than \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.
- a. If Vendor is a sole proprietor, Workers' Compensation and Employer's Liability is exempt under the Colorado Workers' Compensation Act. It is the sole responsibility of the Vendor to determine their eligibility for providing this coverage and executing all required documentation with the State of Colorado.
4. **Property Insurance:**
Vendor is solely responsible for any loss or damage to its personal property including, without limitation, property, materials, tools, equipment, and structures, including property of its employees and subcontractors unless caused by the sole negligence of the City. If Vendor carries property insurance on its personal property located on DEN premises, a waiver of subrogation as outlined in Section E will be required from its insurer.
5. **Excess/Umbrella Liability:**
Combination of primary and excess coverage may be used to achieve minimum required coverage limits. Excess policy(es) must follow form of the primary policies with which they are related to provide the minimum limits.

D. Additional Insured

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

E. Waiver of Subrogation

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

F. Notice of Material Change, Cancellation or Nonrenewal

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

1. Such notice shall reference the DEN assigned contract number related to this Agreement.
2. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal or reduction in required coverage unless due to non-payment of premiums for which notice shall be sent ten (10) days prior.
3. If such written notice is unavailable from the insurer or afforded as outlined above, Vendor shall provide written notice of cancellation, non-renewal and any reduction in required coverage to the Certificate Holder within seven (7) business days of receiving such notice by its insurer(s) and include documentation of the formal notice received from its insurer's as verification.

G. Additional Provisions

1. Deductibles, Self-Insured Retentions, or any other type of retention are the sole responsibility of the Vendor.
2. Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance.
3. A severability of interests or separation of insureds provision (no insured vs. insured exclusion) is included under all policies where Additional Insured status is required.
4. Provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City shall be provided on policies which the City requires Additional Insured status.
5. The insurance requirements under this Agreement shall be the greater of (i) the minimum limits and coverage specified hereunder or (ii) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Lessee. It is agreed that the insurance requirements set forth herein shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums set forth in this Agreement.
6. All policies shall be written on an occurrence form. If an occurrence form is unavailable or not industry norm for a given policy type, claims-made coverage will be accepted by the City provided the retroactive date is on or before the Agreement Effective Date or the first date when any goods or services were provided to the City, whichever is earlier, and continuous coverage will be maintained or an extended discovery period of three years beginning at the time work under this Agreement is completed or the Agreement is terminated, whichever is later.
7. Vendor shall advise DEN in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Vendor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.
8. Certificates of Insurance must specify the issuing companies, policy numbers and policy periods for each required form of coverage. The certificates for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf and must be submitted to the City at the time the Vendor signed this Agreement.
9. The insurance shall be underwritten by an insurer licensed or authorized to do business in the State of Colorado and rated by A.M. Best Company as A- VIII or better.
10. Certificate of Insurance and Related Endorsements: The City's acceptance or approval of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Vendor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's acceptance or approval of any submitted insurance certificate is subject to the approval of DEN Risk Management or its designee. All coverage requirements specified in the certificate shall be enforced unless waived or otherwise modified in writing by DEN Risk Management. Vendor is solely responsible for ensuring they are in compliance with all insurance requirements and that all formal policy endorsements are issued by their insurers to support the requirements herein.
11. The City shall have the right to verify or confirm, at any time, all coverage, information or representations, and the insured and its insurance providers shall promptly and fully cooperate in any such audit the City may elect to undertake.
12. No material changes that negatively impact DEN or reductions in the coverage required herein shall be allowed without the review and written approval of DEN Risk Management.
13. Vendor shall be responsible for ensuring DEN is provided updated Certificate(s) of Insurance ten (10) days prior to each policy renewal.
14. Vendor's failure to maintain the insurance required by this Agreement shall be the basis for immediate termination of this Agreement at DEN's sole discretion and without penalty to the City.

EXHIBIT D

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.**

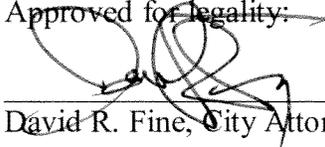
7.1 Nothing in this Executive Order shall be construed to impair or otherwise affect the authority granted by law to any department or agency of the city.

- 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.

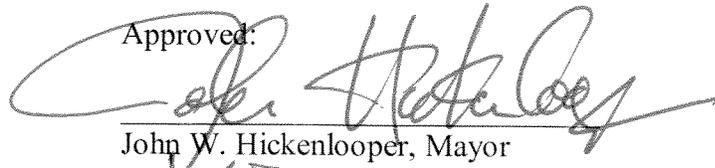
[Rest of page left intentionally blank.]

Approved for legality:

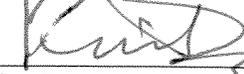


David R. Fine, City Attorney

Approved:



John W. Hickenlooper, Mayor



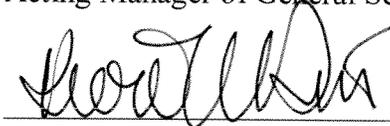
Kim Day
Manager of Aviation



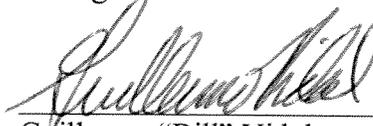
Nancy Severson
Manager of Environmental Health



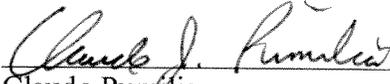
Acting Manager of General Services



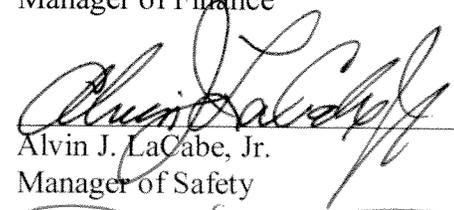
Kevin Patterson
Manager of Parks & Recreation



Guillermo "Bill" Vidal
Manager of Public Works



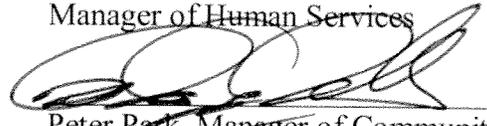
Claude Pumilia
Manager of Finance



Alvin J. LaCabe, Jr.
Manager of Safety



Patricia Wilson Pheanious
Manager of Human Services



Peter Park, Manager of Community
Development and Planning

BOND No. 107426718

Exhibit E

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

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned All Star Staffing, LLC

a corporation organized and existing under and by virtue of the laws of the State of Colorado
hereafter referred to as the "Contractor", and Travelers Casualty and Surety Company of America

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

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 TWENTY-FIVE THOUSAND DOLLARS AND
NO CENTS (\$125,000.00)**, 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. 202157983**, 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 18th day of June, 2021

Attest:

Secretary

Dannielle M. Gallegos
Contractor

By: CEO
[Title]
Travelers Casualty and Surety Company of America
Surety

By: Gill Walsh
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

APPROVED FOR THE CITY AND COUNTY
OF DENVER

By: _____
MAYOR

By: _____
Assistant City Attorney

By: _____
CEO DEPARTMENT OF AVIATION

Signatures by CAO and the Mayor will be provided later and shall be fully incorporated herein.

Notarized Dannielle M. Gallegos signature on June 18th 2021 by Allysa Renee Flores my commission expires May 7th, 2024 by Denver County State of Colorado.

ALLYSIA RENEE FLORES
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20204016150
MY COMMISSION EXPIRES 05/07/2024

x Allysa Renee Flores



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint _____ of _____ their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

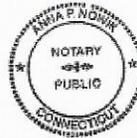
City of Hartford ss.

By:
Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this _____ day of _____



Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

EXHIBIT G



TO: All Users of the City and County of Denver Prevailing Wage Schedules

FROM: Ryland Feno, OHR Compensation and Classification

DATE: April 5, 2021

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. 157
Publication Date: April 5, 2021
(12 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.

Attachments as listed above.

Office of Human Resources
201 W. Colfax Ave. Dept. 412 | Denver, CO 80202
p: 720.913.5751 | f: 720.913.5720
www.denvergov.org/humanresources

APPLIANCE MECHANIC**Effective Date:** 02-18-21

Last Revision: 05-16-19

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

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Appliance Mechanic	\$23.21	\$7.22

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.

BUILDING ENGINEER**Effective Date:** 09-17-20

Last Revision: 08-15-19

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Building Engineer	\$32.50	\$8.29

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

CONVEYANCE SYSTEM MAINTENANCE SERIES**Effective Date:** 11-19-20

Last Revision: 09-19-19

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Entry-Support Mechanic	\$22.65	\$7.15
Machinery Maintenance Mechanic	\$27.66	\$7.73
Controls System Technician	\$30.11	\$8.01

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

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

Entry Support Mechanic

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

Machinery Maintenance Mechanic

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

Controls System Technician

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

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

CUSTODIANS**Effective Date: 12-17-20**

Last Revision: 12-19-19

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Custodian I	\$16.43	\$6.18 (Single) \$8.02 (Children) \$7.74 (2-party) \$10.15 (Family)
Custodian II	\$16.78	\$6.24 (Single) \$8.08 (Children) \$7.80 (2-party) \$10.21 (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/hour 3rd shift (10:31 p.m.-6:30 a.m.): \$1.00/hour
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."

Custodian I

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

Custodian II

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

DIA OIL & GAS**Effective Date:** 03-18-21

Last Revision: 04-16-20

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Derrick Hand/Roustabout	\$15.94	\$6.38
Electrician	\$26.44	\$7.59
Mechanic	\$26.55	\$7.60
Pipefitter	\$27.10	\$7.67
Rig/Drill Operator	\$23.80	\$7.29
Truck Driver	\$24.32	\$7.35

Heavy Equipment Mechanic (Mechanic)

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

Pipefitter

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

Well Driller (Rig/Drill Operator)

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

Laborer (Derrick Hand/Roustabout)

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

Truckdriver

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

ELEVATOR MECHANIC

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

FINISHER & JOURNEYMAN

TILE, MARBLE AND TERRAZZO

Effective Date: 11-19-20

Last Revision: 06-20-19

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Finisher	\$23.20	\$8.46
Journeyman	\$29.15	\$8.46

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

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

FIRE EXTINGUISHER REPAIRER

Effective Date: 07-16-20

Last Revision: 07-19-19

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Fire Extinguisher Repairer	\$20.72	\$6.93

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

FUEL HANDLER SERIES**Effective Date:** 12-17-20

Last Revision: 10-17-19

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Fuel Facility Maintenance Technician	\$21.50	\$7.02
Fuel Facility Operator	\$23.41	\$7.24
Fuel Facility Electrician	\$26.44	\$7.59
Fuel Distribution System Mechanic	\$30.74	\$8.09
Lead Fuel Distribution System Mechanic	\$32.14	\$8.25

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

Fuel Facility Maintenance Technician

Under the supervision of Maintenance Manager and or Lead Mechanic, maintain the fuel systems. Position does not limit, segregate, or classify that an employee would not be subject to perform those duties and responsibilities within a stated contract classification. To properly identify the requirements of those duties and responsibilities within a contract classification, it may be required to review these job descriptions which identify those essential functions.

Fuel Facility Operator

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

Fuel Facility Electrician

Performs preventative, routine, and emergency maintenance repairs on a variety of mechanical, electrical, HVAC systems, pneumatic control systems, electronic systems, and generators.

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.

FURNITURE MOVERS

Moving, Storage and Cartage Workers

Effective Date: 11-19-20

Last Revision: 10-17-19

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Laborer/Helper	\$17.36	\$6.54
Furniture Driver/Packer	\$18.44	\$6.67
Lead Furniture Mover	\$19.28	\$6.76

GLYCOL FACILITY**Effective Date:** 07-16-20

Last Revision: 06-20-19

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
De-icing Facility Operator	\$27.77	\$7.74
Maintenance Mechanic	\$27.64	\$7.73
Glycol Plant Specialist	\$17.36	\$6.54

De-icing Facility Operator

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

Maintenance Mechanic

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

Glycol Plant Specialist/Material Handling Laborer

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

PARKING ELECTRONICS TECHNICIAN**Effective Date: 09-17-20**

Last Revision: 10-17-19

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Parking Electronics Technician	\$26.54	\$7.60

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

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

PEST CONTROLLER**Effective Date: 07-16-20**

Last Revision: 07-19-19

*OHR pulled the wages in July of 2020 and data has remained the same so there is no recommendation to change the base wage or fringes.

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Pest Controller	\$20.41	\$6.90

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

QUALITY CONTROL & ASSURANCE TECHNICIAN**Effective Date: 03-18-21**

Last Revision: 04-16-20

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Quality Control & Assurance Technician	\$25.35	\$7.47

The Quality Control & Assurance Technician provides support to Inland Technologies operations by independently performing standard analysis on samples related to the manufacture of spent de-icing fluid to a 99% recycled glycol product and 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**Effective Date: 01-21-21**

Last Revision: 03-15-18

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Sign Erector	\$21.09	\$6.31

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

TREE TRIMMERS**Effective Date: 09-17-20**

Last Revision: 09-19-19

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Tree Trimmer	\$21.30	\$7.00

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

WINDOW CLEANER**Effective Date: 12-17-20**

Last Revision: 05-21-20

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Window Cleaner	\$27.64	\$9.53 (Employee) \$11.37 (Children) \$11.09 (2-party) \$13.50 (Family)

Benefits/Overtime

Parking	The Company shall reimburse the cost of parking (per month) to employees furnishing a monthly parking receipt from the approved parking lot. The Employer shall reimburse employees for parking expenses from other parking lots up to the amount reimbursed for DIA Employee Parking Lot upon the submission of a monthly parking receipt. Only (1) one receipt per month.
Shift Differential	Employees working on the night shift shall be awarded a shift differential of \$0.85 per hour worked. Note: All wage increases become effective on the first day of the first full pay period following the above dates.
Overtime	One and one-half (1½) times the basic rate of pay in excess of 7.5 hours worked per day or 37.5 hours worked per week.
Lunch	Any employee working seven and a half (7.5) hours in a day is entitled to a thirty (30) minute paid lunch.
Lead Work	\$1.75 per hour above highest paid employee under supervision
High Work	\$1.85 per hour (21 feet or more from ground (base) to top of surface/structure being cleaned)

Training \$0.25 per hour

ECOPASS The Company will provide an Eco-Pass to all bargaining unit employees or pay \$.24 per hour for travel differential.

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