

CONTRACT

THIS AGREEMENT is entered into as of the date indicated on the signature page below, by and between the **CITY AND COUNTY OF DENVER**, a Colorado municipal corporation ("City"), Party of the First Part, and **EARTH SERVICES & ABATEMENT LLC**, a company authorized to do business in Colorado ("Contractor").

WITNESSETH:

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

WHEREAS, the City desires to obtain services for the maintenance of pretreatment devices and associated drain lines servicing common use areas at DEN, including maintenance activities for grease and sand pretreatment devices, and associated line maintenance, and removal and disposal of any resulting waste materials; and

WHEREAS, the Contractor is fully qualified and ready, willing and able to provide these services to the Airport;

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

SECTION 1 - DEFINITIONS

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

1.01 AIRPORT; DEN

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

1.02 CONTRACT COMPLIANCE SUPERVISOR

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

1.03 CONTRACTOR EMPLOYEE; CONTRACTOR PERSONNEL

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

1.04 CEO

“CEO” means the Chief Executive Officer - Denver International Airport.

SECTION 2 – SCOPE OF WORK

2.01 SCOPE AND MANNER OF WORK

- A. Scope of Work: The Contractor will furnish all of the technical, administrative, professional and consulting services and other labor; all supplies and materials, equipment, printing, vehicles, local travel, office space and facilities, testing and analyses, calculations, and any other facilities or resources required to perform and complete the work all in accordance with the attached **Exhibit A**, hereinafter referred to in this Agreement as the Contractor's “Scope of Work.” Contractor shall not be authorized to proceed with work described herein and the City shall not be obligated to fund any work performed by the Contractor, until the City has provided written notification to the Contractor that the work is to be performed.
- B. Additional Services: The Contractor may also perform services, hereinafter referred to as “Additional Services,” which relate to the subject matter of this Agreement, but which the Senior Vice President (“SVP”) determines to be not described in the Scope of Work or in excess of the requirements of the Scope of Work. Change orders and/or additional Statements of Work (SOWs) will be provided as needed to document work beyond that identified in **Exhibit A**. The Contractor shall be compensated for such Additional Services only if the services and the amount of fees and reimbursable expenses for the services have been authorized in writing in advance by the SVP. The total amount of fees and reimbursable expense costs for Additional Services shall not cause this Agreement to exceed the Maximum Contract Liability set forth herein, 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.
- C. Professional Responsibility: The Contractor shall faithfully perform the Scope of Work required under this Agreement in accordance with standards of care, skill, expertise, training, diligence and judgment customarily exercised by highly competent professionals who perform work of a similar nature to the work described in this Agreement.
- D. Diligence: The Contractor acknowledges that time is of the essence in the performance of its services under this agreement and that the City of Denver may suffer damages if the Project is delayed as a result of the Contractor's failure to provide its services in a timely and diligent manner. Contractor shall perform the work described herein in a timely manner and as directed by the SVP or his or her authorized representatives.
- E. Neither the Contractor nor any of its employees shall perform any work at the Airport other than that which is defined herein, except as permitted in writing by the SVP. When such other work is approved, it is expressly understood that the needs of the Department of Aviation are to have precedence over any such work.
- F. This is a non-exclusive Contract. In the City's best interests, the City reserves the right to purchase the same materials and services through other procurements. The City also

reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately from stock by the Contractor.

SECTION 3 - TERM

3.01 TERM

The term of this Contract shall commence on April 29, 2019 and shall terminate April 28, 2022, unless terminated earlier in accordance with this Contract. It is also a specific provision of this Contract that the CEO in her discretion (or her designee) may renew and continue the Contract under the same terms and conditions as the original contract for up to two (2) additional years in increments of one year. Though multiple extensions may be granted, in no event shall the total extensions total more than two years. In addition, the term of this Contract may be extended in the CEO's discretion, by written notice from the City to the Contractor, to allow the completion of any work which has been commenced prior to the date upon which this Agreement otherwise would terminate. However, no extension of the Contract Term shall increase the Maximum Contract Amount stated herein; such amount may be changed only by a duly executed written amendment to this Contract.

SECTION 4 – COMPENSATION AND PAYMENT

4.01 COMPENSATION

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

4.02 SCHEDULING, PROGRESS REPORTS, AND INVOICES

A. Payments shall be made to the Contractor based upon monthly invoices and receipts submitted by the Contractor, which invoices have been approved by the City, and subject to the maximum contract liability.

B. Invoices shall include sufficient documentation for the City to verify transportation times, volumes pumped and disposed/recycled, dates, precise location of any maintenance activities conducted, and any repair work approved and conducted by the City. Failure to include sufficient documentation with the invoice will result in the denial of all or part of the billing. The City reserves the right to reject and not pay any invoice or part thereof where the SVP determines that the amount invoiced to date exceeds the amount which should be paid based upon its determination of the work which has been performed. Disputes concerning payments under the provisions of this contract shall be resolved by administrative hearing pursuant to the procedures of Section 5-17, Denver Revised Municipal Code.

C. **Payments:** Payments will be made to Consultant in accordance with the City's Prompt Payment Ordinance, Denver Revised Municipal Code ("D.R.M.C.") §20-107, et. seq., subject to the Maximum Contract Amount set forth below. Consultant agrees that interest and late fees shall be payable by the City hereunder only to the extent authorized and provided for in the City's Prompt Payment Ordinance.

D. Under no circumstances will the Contractor receive payment for work which was not authorized by the CEO or his/her authorized representative.

4.03 MAXIMUM LIABILITY

A. Any other provision in this Agreement notwithstanding, in no event shall the City be liable for payment under this Agreement for any amount in excess of **ONE MILLION EIGHT THOUSAND NINE HUNDRED SIXTY-SIX DOLLARS AND ZERO CENTS (\$1,008,966.00)**. Payment under this Agreement shall be paid from the Airport System Fund. The City is under no obligation to make any future apportionments or allocations to said fund.

B. It is agreed and understood that this Agreement is an agreement (with two one-year options) with only partial funding authorized at the commencement of the term of this Agreement, such partial funding consisting of the approved and/or encumbered amount of **THREE HUNDRED THIRTY-SIX THOUSAND THREE HUNDRED TWENTY-TWO DOLLARS AND ZERO CENTS (\$336,322.00)**. The City reserves the right to direct the Contractor to perform only limited portions of the work described in **Exhibit A** and the Contractor agrees that it shall not continue work in excess of approved and encumbered amounts without a written Notice from the City stating the funding limit and term. If the Contractor chooses to proceed with work prior to receiving such a written Notice, then the Contractor shall do so at its own risk without any liability for payment by the City. The City's written Notice must be signed by the Senior Vice President otherwise it is invalid, and the Contractor is without authority to proceed. Payments hereunder will be made subject to the multi-year conditions stated above.

C. The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years, and the Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City. The City is not under any obligation to make any future encumbrances or appropriations for this contract nor is the City under any obligation to amend this Agreement to increase the Maximum Contract Liability above.

4.04 TIME OF PAYMENT / PROMPT PAYMENT

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

SECTION 5 – CONTRACTOR'S PERFORMANCE

5.01 CONTRACTOR PERSONNEL – GENERAL REQUIREMENTS

A. The Contractor shall at all times provide properly trained and competent personnel in the number and classifications necessary to perform its services in an efficient manner and in accordance with the Contract. The Contractor shall be responsible for the conduct of all the Contractor's personnel at all times.

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

5.02 EMPLOYEE DRIVER LICENSES AND RECORDS

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

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

5.03 AIRPORT SECURITY

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

The Contractor's employees are responsible for having the proper identification at all times. The Contractor and any subcontractors are responsible for obtaining DEN badges for site personnel at no expense to the City. In addition, if badges are lost or misplaced the Contractor or subcontractor is responsible for replacement. Proper ID is to be worn on the outside garment or in compliance with DEN Badge requirements. Failure to do so may result in the Contractor being prohibited from performing the required services.

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

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

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

5.04 SAFETY

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

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

5.05 LAWS, REGULATIONS, TAXES AND PERMITS

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

B. The Contractor shall procure all federal, state, local, and airport permits, licenses, or approvals necessary to perform the Scope of Work, and shall comply with all requirements of the same. Contractor shall pay all required charges, taxes, and fees and give all notices necessary and incidental to the due and lawful prosecution of the work. All costs thereof shall be deemed to be included in the prices proposed for the work.

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

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

5.06 COMPLIANCE WITH ENVIRONMENTAL REQUIREMENTS

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

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

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

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

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

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

F. The materials listed in **Exhibit C**, attached hereto, and products containing those materials are prohibited from procurement and use on City property under this Agreement due to significant negative impacts to human health and the environment.

5.07 EXISTING UTILITIES AND STRUCTURES

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

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

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

SECTION 6 – INDEMNITY, INSURANCE, RECORDS, BONDS

6.01 INSURANCE

A. Contractor shall obtain and keep in force during the entire term of this Agreement, all of the insurance policies described in the City's form of insurance certificate which is attached to this Agreement as **Exhibit D** and incorporated herein. Such insurance coverage includes workers' compensation and employer liability, commercial general liability, business automobile liability, and professional liability. Upon execution of this Agreement, Contractor shall submit to the City a fully completed and executed original of the attached insurance certificate form, which specifies the issuing company or companies, policy numbers and policy periods for each required coverage. In addition to the completed and executed certificate, Contractor shall submit a copy of a letter from each company issuing a policy identified on the certificate, confirming the authority of the broker or agent to bind the issuing company, and a valid receipt of payment of premium.

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

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

D. Unless specifically excepted in writing by the City's Risk Management Administrator, Contractor shall include all subcontractors performing services hereunder as insureds under each required policy or shall furnish a separate certificate (on the form certificate provided), with authorization letter(s) for each subcontractor, or each subconsultant shall provide its own insurance coverage as required by and in accordance with the requirements of this section of the Agreement. All coverages for subcontractors shall be subject to all of the requirements set forth in the form certificate and Contractor shall insure that each subcontractor complies with all of the coverage requirements.

E. The parties hereto understand and agree that the City and County of Denver, its officers, officials and employees, are relying on, and do not waive or intend to waive by any

provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the City and County of Denver, its officers, officials and employees.

6.02 DEFENSE AND INDEMNIFICATION

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

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

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

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

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

6.03 INSPECTION OF RECORDS:

A. In connection with any consulting services performed hereunder on items of work toward which federal funds may be received under the Airport and Airway Improvement Act of 1982, as amended, the City and County of Denver, the Federal Aviation Administration, the Comptroller General of the United States and any other duly authorized representatives shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts and transcriptions. The Contractor further agrees that such records will contain information concerning the hours and specific tasks performed along with the applicable federal project number.

B. The Contractor agrees that until the expiration of three (3) years after the final payment under this Agreement, any duly authorized representative of the City, including the CEO or City Auditor or their representatives, shall have access to and the right to examine any directly

pertinent books, documents, papers and records of the Contractor involving transactions related to this Agreement, 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.

6.04 PAYMENT AND PERFORMANCE BOND

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

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

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

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

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

SECTION 7 - SUBCONTRACTING

7.01 SUBCONTRACTING ALLOWED

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

7.02 OBLIGATIONS OF CONTRACTOR

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

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

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

7.03 APPROVAL OF SUBCONTRACTORS

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

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

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

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

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

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

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

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

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

Before the CEO approves any such subcontractor, the Contractor shall submit to the CEO a statement signed by an officer or principal of the Contractor certifying that the Contractor has investigated the qualifications and background of its proposed subcontractors and identifying the

existence of any of the problems listed above or certifying that to the best of his or her knowledge the problems listed do not exist.

7.04 NO CONTRACTUAL RELATIONSHIP

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

SECTION 8 – WAGES AND SALARIES

8.01 PAYMENT OF PREVAILING WAGES

- A. Contractor shall comply with, and agrees to be bound by, all requirements, conditions and City determinations regarding the Payment of Prevailing Wages Ordinance, Sections 20-76 through 20-79, D.R.M.C. including, but not limited to, the requirement that every covered worker working on a City owned or leased building or on City-owned land shall be paid no less than the prevailing wages and fringe benefits in effect on the date the bid or request for proposal was advertised. In the event a request for bids, or a request for proposal, was not advertised, Contractor shall pay every covered worker no less than the prevailing wages and fringe benefits in effect on the date funds for the contract were encumbered.
- B. Prevailing wage and fringe rates will adjust on, and only on, the anniversary of the date the Contract was fully executed. Unless expressly provided for in this Agreement, Contractor will receive no additional compensation for increases in prevailing wages or fringe benefits.
- C. Contractor shall provide the Auditor with a list of all subcontractors providing any services under the contract.
- D. Contractor shall provide the Auditor with electronically-certified payroll records for all covered workers employed under the contract.
- E. 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.
- F. 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.

8.02 PAYMENT OF CITY MINIMUM WAGE:

Contractor shall comply with, and agrees to be bound by, all requirements, conditions, and City determinations regarding the City's Minimum Wage Ordinance, Sections 20-82 through 20-84 D.R.M.C., 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 foregoing D.R.M.C. Sections. By executing this Agreement, Contractor expressly acknowledges that they are 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.

SECTION 9 - CONTRACT ADMINISTRATION

9.01 AUTHORITY OF THE CONTRACT COMPLIANCE SUPERVISOR

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

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

9.02 CONTRACTOR'S UNSATISFACTORY PERFORMANCE

If, in the opinion of the CEO, the Contractor's performance under this Contract becomes unsatisfactory, the City shall notify the Contractor in writing, specifying the instances of unsatisfactory performance. The Contractor must correct any specific instances of unsatisfactory performance within a reasonable time, or by such time as may be specified by the Contract Compliance Supervisor. In the event the unsatisfactory performance is not corrected within such time, the City shall have the immediate right at the Contractor's sole expense to complete the work to its satisfaction and the City shall deduct the cost to cover same from any balances due or to become due the Contractor.

9.03 DISPUTE RESOLUTION

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

9.04 CONTRACT; ORDER OF PRECEDENCE

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

Exhibit A	Scope of Work
Exhibit A-1	Sand and Grease Pretreatment Device Locations
Exhibit B	Rates and Charges
Exhibit C	Prohibited Chemicals and Compounds
Exhibit D	City and County of Denver Insurance Certificate
Exhibit F	Performance Bond
Appendix	Standard Federal Assurances

In the event of an irreconcilable conflict between (i) a provision of Sections 1 through 11 and any of the listed attachments or (ii) 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
- Sections 1 through 11 hereof
- Exhibit A
- Exhibit A-1
- Exhibit B
- Exhibit C
- Exhibit D
- Exhibit F

SECTION 10 – DEFAULT, REMEDIES, TERMINATION

10.01 TERMINATION FOR CONVENIENCE OF THE CITY

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

10.02 DEFAULT

The following are events of default under this Contract:

- A. In the opinion of the CEO, the Contractor fails to perform adequately the services required in the contract.
- B. In the opinion of the CEO the Contractor fails to perform the required work within the time stipulated in the contract.
- C. In the opinion of the CEO, the Contractor provides material that does not meet the requirements of the Contractual Agreement
- D. In the opinion of the CEO, the Contractor attempts to impose on the City and County of Denver materials, products, service or workmanship which is of an unacceptable quality.

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

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

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

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

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

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

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

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

10.03 REMEDIES

A. The Contractor will have 24 hours from the time it is informed, whether verbally or in writing, that its performance is unsatisfactory to correct any specific instances of unsatisfactory performance. In the event the unsatisfactory performance is not corrected within 24 hours, the City shall have the immediate right to complete the work to its satisfaction and shall deduct the cost to cover from any balances due or to become due the vendor. Repeated incidences of unsatisfactory performance will result in cancellation of the agreement for default.

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

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

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

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

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

10.04 REMEDIES CUMULATIVE

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

SECTION 11- GENERAL CONDITIONS

11.01 BOND ORDINANCES; GOVERNING LAW; VENUE; SERVICE OF PROCESS

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

11.02 NO DISCRIMINATION IN EMPLOYMENT

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

11.03 ASSIGNMENT OF CONTRACT

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

11.04 NONEXCLUSIVE CONTRACT

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

11.05 NO THIRD PARTY BENEFICIARIES

This Contract does not and shall not be deemed or construed to confer upon or grant to any third party or parties any right to claim damages or to bring any suit, action or other proceeding against either the City or the Contractor because of any breach hereof or because of any of the terms, covenants, agreements and conditions herein contained. Any person other than the City or the Contractor receiving any benefit hereunder shall be deemed to be an incidental beneficiary only.

11.06 RISK OF LOSS

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

11.07 PATENTS AND TRADEMARKS

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

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

11.08 MASTER PLAN

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

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

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

B. Without limiting the foregoing, the parties hereby specifically acknowledge that the Contractor is not entitled to unemployment insurance benefits unless the unemployment compensation coverage is provided by the Contractor or some other entity besides the City, that the Contractor is not entitled to worker's compensation benefits from the City, and that the Contractor is obligated to pay federal and state income tax on moneys earned pursuant to this Agreement. The parties further acknowledge that the provisions of this paragraph are consistent with the Contractor's insurance obligations which are set forth in this Agreement.

11.10 NO WAIVER OF RIGHTS

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

11.11 NOTICES

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

by Contractor to: Chief Executive Officer
Airport Office Building, 9th Floor
Denver International Airport
8500 Peña Boulevard
Denver, Colorado 80249

by City to: Earth Services & Abatement Inc.
6700 E. 50th Avenue
Commerce City, CO 80022

Attn: Kory Mitchell

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

11.12 FEDERAL PROVISIONS

This contract is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between the City and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the City for airport purposes, and the expenditure of federal funds for the extension,

expansion or development of Denver International Airport. The provisions of the attached Appendices are incorporated herein by reference.

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

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

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

(b) The Contractor certifies that:

(1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.

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

(c) The Contractor also agrees and represents that:

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

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

(3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.

(4) It is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and it has complied with all federal requirements regarding the use of the E-Verify program, including, by way of example, requirements related to employee notification and preservation of employee rights.

(5) If it obtains actual knowledge that a subcontractor or subconsultant performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subcontractor and the City within three days. The Contractor will also then terminate such subcontractor or subconsultant if within three days after such notice the subcontractor or subconsultant does not stop employing or contracting with the illegal alien, unless during such three-day period the subcontractor or subconsultant provides information to establish that the subcontractor or subconsultant has not knowingly employed or contracted with an illegal alien.

(6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S. or the City Auditor under authority of Den. Rev. Mun. Code 20-90.3.

11.14 USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS

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

11.15 CITY SMOKING POLICY

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

11.16 SOLICITING

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

11.17 GRATUITIES

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

11.18 ADVERTISING AND PUBLIC DISCLOSURES

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

11.19 CERTIFIABLY GREEN DENVER PROGRAMS AND INITIATIVES

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

11.20 ESTIMATED QUANTITIES

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

11.21 TIME IS OF THE ESSENCE

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

11.22 CONFLICT OF INTEREST

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

11.23 SEVERABILITY

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

11.24 COLORADO OPEN RECORDS ACT

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

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

11.25 DIVERSITY AND INCLUSIVENESS:

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

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

11.26 ENTIRE CONTRACT

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

11.27 COUNTERPARTS OF THIS AGREEMENT:

This Agreement may be executed in counterparts, each of which shall be deemed to be an original of this Agreement.

11.28 ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:

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

11.29 CITY EXECUTION OF CONTRACT

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

END OF PAGE

SIGNATURE PAGE FOLLOWS

EXHIBIT F

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

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____
Earth Services & Abatement, 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 Nationwide Mutual Insurance Company _____,
a corporation organized and existing under and by virtue of the laws of the State of Ohio _____,
and authorized to transact business in the State of Colorado, as Surety, are held and firmly bound unto the
CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, hereafter referred to
as the "City", in the penal sum of **ONE HUNDRED THOUSAND DOLLARS AND ZERO CENTS**
(\$100,000.00), lawful money of the United States of America, for the payment of which sum, well and truly
to be made, we bind ourselves and our heirs, executors, administrators, successors and assigns, jointly and
severally, firmly by these presents:

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bounden Contractor has entered into a written contract with the City for furnishing all
labor and tools, supplies, equipment, superintendence, materials and everything necessary for and required to
do, perform and complete **CONTRACT NO. 201947417** 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 21st day of March, 2019

Attest:

Morie Mearley
Secretary

Earth Services & Abatement, LLC

Contractor

By: [Signature]

President
Nationwide Mutual Insurance Company

Surety

By: [Signature]
Attorney-In-Fact Betty J. Reeh

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

APPROVED AS TO FORM:

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

By: [Signature]
Assistant City Attorney

APPROVED FOR THE CITY AND COUNTY
OF DENVER

By: [Signature]
MAYOR

By: [Signature]
CEO DEPARTMENT OF AVIATION



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation hereinafter referred to as the "Company" and does hereby make, constitute and appoint: Michael D. Hendrickson, Patricia Ann Lyttle, Bryan K. Moore, Betty J. Reeh

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 1st day of May, 2017.

[Handwritten signature of Antonio C. Albanese]

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss On this 1st day of May, 2017, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



BARRY T. BASSIS
Notary Public, State of New York
No. 02BA4656400
Qualified in New York County
Commission Expires April 30, 2019

[Handwritten signature of Barry T. Bassis]
Notary Public
My Commission Expires
April 30, 2019

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this ___ day of _____, 20__.

[Handwritten signature of Laura B. Guy]
Assistant Secretary



Nationwide Mutual Insurance Company

IMPORTANT NOTICE—TEXAS

To obtain information or make a complaint:

You may contact your agent or you may call Nationwide Mutual Insurance Company's toll-free number for information or to make a complaint at:

1-888-800-0147

You may also write to Nationwide Mutual Insurance Company at:

Nationwide Mutual Insurance Company
7 World Trade Center, 37th Floor
250 Greenwich Street
New York, NY 10007-0033

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

Texas Department of Insurance
P.O. Box 149104
Austin, Texas 78714-9104
1-512-490-1007 (Fax)
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE—TEXAS

Para obtener información o para someter una queja:

Usted puede comunicarse con su agente o usted puede llamar al número de teléfono gratuito de Nationwide Mutual Insurance Company para información o para someter una queja al:

1-888-800-0147

Usted también puede escribir a Nationwide Mutual Insurance Company:

Nationwide Mutual Insurance Company
7 World Trade Center, 37th Floor
250 Greenwich Street
New York, NY 10007-0033

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información acerca de compañías, coberturas, derechos or quejas al:

1-800-252-3439

Usted puede escribir al Departamento de Seguros de Texas:

Texas Department of Insurance
P.O. Box 149104
Austin, Texas 78714-9104
1-512-490-1007 (Fax)
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con el agente primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.


UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para propósito de información y no se convierte en parte o condición del documento adjunto.



Contract Control Number: PLANE-201947417-00


Contractor Name: EARTH SERVICES & ABATEMENT LLC

By: 

Name: Kory Mitchell
(please print)

Title: Co-President
(please print)

ATTEST: [if required]

By: 

Name: Maria Morales
(please print)

Title: Office Manager
(please print)



Contract Control Number:

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

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



Exhibit A Scope of Work

SAND AND GREASE TRAP 2019

SCOPE OF SERVICES AND CONTRACTOR PERFORMANCE

Scope of Services:

This agreement is for the maintenance of pretreatment devices and associated drain lines servicing common use areas at Denver International Airport (DEN). This agreement includes maintenance activities for grease and sand pretreatment devices, and associated line maintenance. Service shall include the removal and disposal of any resulting waste materials to appropriately permitted off-property facilities.

The critical areas where such contracted service is to occur shall include but no limited to the Main Terminal Building and associated parking structures, Concourses A, B, and C, and the DEN Maintenance Facility. The attached Appendix A contains a current list of all grease and sand traps that require servicing under this contract. This list can be amended at any time by the Director of Environmental Programs (also referred to herein as DEN contract administrator) or designee in writing.

The Contractor shall provide all necessary labor, tools, equipment and supplies to perform the required services at DEN.

Additional Services: The Contractor may also perform services, hereinafter referred to as "Additional Services," which relate to the subject matter of this Agreement, but which the SVP determines to be not described in the Scope of Work or in excess of the requirements of the Scope of Work. Change orders and/or additional Statements of Work (SOWs) will be provided as needed to document work beyond that identified in **Exhibit A**. The Contractor shall be compensated for such Additional Services only if the services and the amount of fees and reimbursable expenses for the services have been authorized in writing in advance by the SVP. The total amount of fees and reimbursable expense costs for Additional Services shall not cause this Agreement to exceed the Maximum Contract Liability set forth herein, 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.

Contractor Performance:

The Contractor, in conducting any activity on DEN property, shall comply with all applicable airport, local, state, and federal rules, regulations, statutes, laws, and orders (Environmental Requirements). In addition, these Environmental Requirements include applicable Environmental Guidelines developed for DEN's Environmental Management System (EMS), as summarized in DEN Rules and Regulations Part 180 (Environmental Guidelines and DEN's Environmental Policy are available at <http://www.flydenver.com/diabiz/community/enviro/index.asp>). These Environmental Requirements address, but are not limited to, requirements regarding the storage, use, and disposal of hazardous materials, petroleum products, solid waste, or any other substance; the National Environmental Policy Act (NEPA); and water and air quality regulations. Each entity, including subcontractors and sub consultants, providing products, goods, and/or services on

behalf of DEN must be aware of the DEN Environmental Policy, significant environmental aspects, and which of these activities are relevant to the activities conducted by the entity.

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

The DEN contract administrator or his/her authorized representative will decide all questions which may arise as to the quality and acceptability of any work performed under the contract. If, in the opinion of the DEN contract administrator or his/her authorized representative, performance becomes unsatisfactory; the City shall notify the Notice Party in the Contract of the deficiencies in writing.

The Contractor will have 24 hours from the time to correct any specific instances of unsatisfactory performance. In the event the unsatisfactory performance is not corrected within the time specified above, the City shall have the immediate right to complete the work to its satisfaction and shall deduct the cost to cover from any balances due or to become due the vendor. Repeated incidences of unsatisfactory performance will result in cancellation of the agreement for default.

All work shall be accomplished by workers proficient and experienced in the trades required and in an orderly and responsible manner in accordance with recognized standards and the plans and specifications.

Premises shall be kept clean and neat. Materials, scrap and equipment not having further use at the site shall be promptly removed from the job site. Disposal of contractor waste materials in the City's containers or anywhere on DEN property is prohibited unless prior permission has been granted.

MANDATORY REQUIREMENTS:

The Contractor shall provide all personnel assigned to this contract, vehicles, equipment, tools, materials, supervision, all service items, and escorting necessary to perform required maintenance. The critical areas where such contracted maintenance is to occur shall include but may not be limited to trunk drain lines, sand traps, grease traps and associated drain lines at all locations flowing to active grease traps and/or active sand traps (collectively called pretreatment devices).

The frequency of all maintenance activities including, but not limited to, grease line maintenance (jetting) and grease trap and sand trap maintenance (pumping) is based on the results of DEN's inspection and maintenance program. The DEN Contract Compliance Supervisor, or designee, will notify the Contractor with a maintenance schedule on all bid items that are on an "as needed basis" only. The contractor will provide a schedule to the contractor administrator on all quarterly and annually listed bid items. The Contractor is responsible for coordinating all maintenance activities. The contractor when onsite shall contact the Maintenance Control Department at 303 342-2800. The Maintenance Control Department will notify the Supervisor on duty. The Supervisor will verify the work was completed and satisfactory by signature. Only invoices that are submitted monthly, containing detailed information as grease and or sand trap location, quantity pumped, with copies of all signed service slips will be paid for the billing period.

When grease and sand traps are pumped out, they will be pumped dry. The Contractor will be responsible to wash all sides of the trap and clean with water when available and upon the request of DEN.

All the contents of the grease and sand traps will be taken off airport property and properly disposed of in an appropriately permitted facility. At no time will the contents of the grease and sand traps be recycled and dumped back into a pretreatment device located on DEN. The use of any type of recycle truck is prohibited. The Contractor will provide the DEN contractor administrator with a receipt from the wastewater reception facility or disposal facility monthly upon request.

Any spillage that may occur while pumping said traps must be cleaned up using degreaser or an equally effective product. All costs associated with the cleanup and disposal of materials that are the result of contractor activities are to be borne by the Contractor. Any cleaner proposed for this activity must be approved by the DEN contract administrator prior to use. **All spillage shall be reported immediately to the Denver International Airport Communications Center, 303-342-4200.**

At the request of DEN, the Contractor will conduct confined space entry (CSE) for inspection or cleaning at any time in accordance with the unit rates provided herein. Other system maintenance items will be conducted as requested by DEN and will be invoiced pursuant to the unit rates provided herein.

Grease Line Maintenance:

The Contractor will be responsible for providing the services required to ensure the proper operations of the trunk lines and associated infrastructure leading to the grease traps at DEN. The maintenance approach may include, but is not limited to:

- Jetting
- Snaking/Routing
- Other processes proposed by the vendor Contractor and accepted by DEN.

The Contractor shall implement corrective actions as appropriate to ensure proper operation of the system.

Tenants are responsible for ensuring the proper operation and maintenance of the grease lines leading from their area of operation to the trunk line.

Grease Trap Maintenance:

When grease trap maintenance is required, the contractor shall break up the grease cap and mechanically stir the grease within the trap. All grease trap maintenance shall be conducted between 10 PM and 6 AM unless otherwise authorized by the DEN contract administrator or designee.

Sand Trap Maintenance:

All sand trap maintenance on the Concourse ramp level shall be conducted between 10 pm and 6 am unless authorized by the DEN contract administrator or designee.

Specialized Equipment Requirement:

Contractor shall be required to have a minimum of one (1) piece of pumping equipment/unit capable of servicing the parking structures and tunnels and shall not exceed eight (8) feet in height.

SERVICE REQUIREMENTS:

Standard Work Hours:

Are defined as typically between the hours of 10:00 PM and 6:00 AM excluding Saturdays, Sundays and Federal Holidays. However, work can be scheduled at any time per direction of the DEN contract administrator at the Regular Service Rates.

Regular Service:

These work hours apply to all work conducted within the standard work hours for scheduled service. Scheduled service means all inspection, repair, maintenance and pumping activities that are scheduled in advance and are not the result of "emergency service." Regular service means any activity conducted regardless of the time of day or day of the week that is scheduled in advance. Regularly scheduled line maintenance and grease trap and sand trap pumping may begin as early as 1:00 AM Monday through Friday as deemed appropriate by the DEN contract administrator to accommodate the flying public and our business partners. Regular Scheduled service for specific traps must be pre-approved by the contract administrator.

Emergency Service:

The Contractor must be able to provide emergency maintenance services based upon specific DEN needs 24 hours per day, 7 days a week, and 365 days per year. Response time for emergency grease trap, sand trap or lift station pumping or line maintenance shall be no more than 3 hours. The Contractor shall identify at least one individual with a local telephone number and a local emergency response number for a Pager or Cell Phone to contact in case of emergencies (24/7/365 availability). All emergency services for the contractor and subcontractors will be placed initially with the Contractor. The Contractor will be responsible for calling the subcontractor(s) for service. Only those activities that are deemed as an "emergency" by the contract administrator, or designee, will be billed as "emergency" services. Scheduled services, regardless of the time of day, are not considered "emergency" services.

Reports:

Annually, the Contractor shall furnish to the DEN contract administrator reports showing a summary of the services for the previous contract year. A separate report for each item will be prepared that includes the specific information for the materials collected from DEN. The report must show at a minimum, the reporting period, description and total quantity of each item recycled/processed during the period, and total hours and total dollars billed.

Additionally, the Contractor will provide the following documentation annually:

- An updated emergency contact list, including subcontractors
- Required training documentation as required by the DEN Environmental Management System (EMS)

The City reserves the right to request additional information, if required, when reviewing contract activity.

Monthly, the Contractor shall furnish to the DEN contract administrator a report showing the maintenance activities that have occurred. At a minimum, the monthly report will include the following:

- Type of pretreatment device
- Location of device
- Description of work
- Date maintenance performed
- Number of hours to pump each sand or grease trap
- Gallons removed from the device
- Additional comments with respect to trap issues, complaints, etc.
- Documentation/report of feet ran into the building or trunk line and any issues

Additional Invoicing Instructions:

Invoices shall include all sufficient documentation in order for the City to verify transportation times, volumes pumped and disposed/recycled, dates, precise location of any maintenance activities conducted, and any repair work approved and conducted by the City. Failure to include sufficient documentation with the invoice will result in the denial of all or part of the billing.

Disposal:

The Contractor and/or subcontractor will dispose of all non-recyclable materials covered under this contract in strict accordance with applicable environmental regulations. The proposed disposal locations for the wastes generated from these activities must be approved by the City. Executive Order 115 specifies that all wastes generated from City owned facilities must be disposed of at the Denver Arapahoe Disposal Site (DADS) which is a City-owned Subtitle D landfill. Since this type of waste is typically treated at the Contractor's facility, this Executive Order does not directly apply. However, it is the desire of DEN to have the wastes from DEN disposed at DADS if possible and if acceptable by DADS. **Proposing vendors shall provide a letter stating their locations, collection methods, and method of waste disposal**

Initial Meeting:

The Contractor and Subcontractors will be required to attend a kick-off meeting prior to the initiation of any work. The Contractor and Subcontractors will be required to attend meetings at the request of the DEN contract administrator at any time during the term of this agreement.

APPROVED AND LICENSED CONTRACTOR LIST:

The Contractor and subcontractors for the pretreatment device pumping activities must be an approved and licensed contractor on the pre-approved City and County of Denver, Department of Public Works, Wastewater Management Division List. Documentation is to be submitted to DEN indicating that the Contractor has the appropriate and required approvals and licenses.

AUTHORIZATION:

The Contractor shall receive written authorization for any and all services provided that is not specifically detailed in the contract.

Pricing for the below line items are to reflect the use of one truck to provide services. If another truck is used then the vendor will charge the same price schedules for such use.

CONTRACTOR RELATIONSHIP WITH DENVER INTERNATIONAL AIRPORT:

Identification Requirements:

The Contractors representative is responsible for having the proper identification at all times. The Contractor and any subcontractors are responsible for obtaining DEN badges for site personnel at no expense to the City. In addition, if badges are lost or misplaced the Contractor or subcontractor is responsible for replacement.

Proper ID is to be worn on the outside garment or in compliance with DEN Badge requirements. Failure to do so may result in the Contractor being prohibited from performing the required services.

AUTHORITY AND DUTIES OF DEN CONTRACT ADMINISTRATOR:

The Chief Executive Officer City and County of Denver Department of Aviation (“CEO”), his or her designee or successor in function (hereinafter referred to as the “Chief Executive Officer” or the “CEO”) authorizes all work performed under this Agreement. The CEO hereby delegates his or her authority over the work described in this Agreement to the Senior Vice President for Airport

Infrastructure Management (“SVP”), as the CEO’s authorized representative for the purpose of administering, coordinating, and approving work under this Agreement. The SVP may designate a Department of Aviation employee as the Contract Administrator with authority to act in all day-to-day matters in the administration of this Agreement. The SVP’s authorized representative for day-to-day administration of the Contractor’s services under this Agreement is the Contract Administrator. The Contractor shall submit its reports, memoranda, correspondence and submittals to the Contract Administrator. The CEO and the SVP may rescind or amend any such designation of representatives or delegation of authority and the SVP may from time to time designate a different individual to act as Contract Administrator, upon notice to the Contractor.

The DEN contract administrator is to decide all questions that may arise as to the interpretation of the Contract Documents as they relate to the scope of work as detailed herein.

The DEN Contract Administrator or his/her authorized representative are to determine the amount and quality of the work performed as it relates to this scope of work and the materials furnished which are to be paid for under the terms and conditions of the resulting contract.

The DEN Contract Administrator is to make temporary changes in the assignments, tasks, task frequencies or methods if such changes do not require additional equipment, chemicals, supplies or man-hours. Such changes shall not be considered modifications of the resulting Contract and shall not affect the amount of payment to the Awarded Vendor.

The DEN Contract Administrator may appoint individuals as Compliance Technician (“CCT”) and/or Coordinators to monitor and inspect the performance of the scope of work. The CCT or Coordinators shall be employees of the Airport Infrastructure Maintenance Division.

The CCT/Coordinators are not authorized to revoke, alter or waive any requirements of this proposal or the resulting contract. The CCT/Coordinators are authorized to call the attention of the Contractor to any non-performance of the scope of work.

The CCT/Coordinators are to have the authority to suspend work until any questions at issue can be referred to and decided on by the Contract Administrator.

CCT/Coordinators will conduct inspections of all work performed and shall have the authority to approve or disapprove such work and require that it be completed satisfactorily.

The CCT/Coordinators shall in no case act as a foreman or perform other duties for the Contractor nor interfere with the management of the work by the latter. Any advice and or direction given by the Contractor shall in no way be construed as binding to the City, or releasing the Contractor from fulfilling all requirements /aspects of the resulting contract.

EXHIBIT A-1 SAND AND GREASE TRAP LOCATIONS

	GREASE TRAP LOCATION		SAND TRAP LOCATION	
ARFF STATIONS	ARFF 1		ARFF 1	ARFF 3
			ARFF 2	ARFF 4
CONCOURSE A	A 31	A 40	A 33	

	A 38	A 41	A 47	
	A 39			
	A33	A 49		
	A71-A81			
CONCOURSE B	B-22	B-39	B-22	B-44 W
	B-23	B-44E	B-23	B-45 W
	B-28 W	B-45E	B-28 E	B-52 W
	B-29 W	B-52 E	B-29 E	B-53 W
	B-37 ELEC	B-53 E	B-36	
	B-37 BLDG	B-60		
	B-38	B-90		
CONCOURSE C	C-30	C-40	C-30	C-48
	C-31	C-41	C-31	C-49
	C-38	C-48		
	C-39	C-49		
TERMINAL/PARKING STRUCTURES	MAIN TERMINAL EAST		E. PRKING (DE)	W. PRKING (DE)
	MAIN TERMINAL WEST		E. PRKING (HJ)	W. PRKING (HJ)
			MOD 4/T-1RD	
TERMINAL TUNNEL	NA		BAGGAGE EAST	BAGGAGE WEST
MAINTENANCE CENTER			BAY DOOR 1	PAINT SHOP NORTH
	NA		BAY DOOR 14	PAINT SHOP SOUTH
			BAY DOOR 19A	CAR WASH SOUTH

			BAY DOOR 23	VEH STORAGE
OTHER AREAS	NA		AGTS Q/A LAB	BLD. MAINT. SHOP
TOTAL	32 GREASE TRAPS		37 SAND TRAPS	

EXHIBIT B

VI. Attachment 2, Part 2 Schedule Of Prices And Quantities

SCHEDULE OF PRICES AND QUANTITIES

The schedule of Prices and Quantities which may apply to this contract are contained in the pages immediately following this page. These pages are not included in the page numbering of this contract.

EXHIBIT B

Bidder shall complete the below Grease Trap - Price Schedule and include with its bid submission:

Item Number	GreaseTrap Areas	Treatment Frequency	Item Price	Annual Price Quarterly - 4x per year Monthly - 12x per year Hourly Rate - 10 hours per year
1	ARFF 1	2x per year	\$1,333	\$2,666
2	B90	2x per year	\$1,485	\$2,970
3	B23	2x per year	\$2,280	\$4,560
4	Westin Hotel East	2x per year	\$3,040	\$6,080
5	Westin Hotel West-1	2x per year	\$3,040	\$6,080
6	Westin Hotel West-2	2x per year	\$3,040	\$6,080
7	Westin-Jet Drain Lines	2x per year	\$3,040	\$6,080
8	A-33	3x Per Year	\$2,280	\$6,840
9	A-49	3x Per Year	\$2,280	\$6,840
10	B-22	3x Per Year	\$2,280	\$6,840
11	B-28	3x Per Year	\$2,280	\$6,840
12	B-29	3x Per Year	\$2,280	\$6,840
13	B-44	3x Per Year	\$2,280	\$6,840
14	B-45	3x Per Year	\$2,280	\$6,840
15	B-52	3x Per Year	\$2,280	\$6,840
16	B-53	3x Per Year	\$2,280	\$6,840
17	B-60	3x Per Year	\$2,280	\$6,840
18	C-30	3x Per Year	\$2,280	\$6,840
19	C-41	3x Per Year	\$2,280	\$6,840
20	C-48	3x Per Year	\$2,280	\$6,840
21	C-49	3x Per Year	\$2,280	\$6,840
22	WEST TERMINAL	4x per year	\$1,950	\$7,800
23	EAST TERMINAL	4x per year	\$1,950	\$7,800
24	A-38	4x per year	\$2,280	\$9,120
25	A-39	4x per year	\$2,280	\$9,120
26	A-40	4x per year	\$2,280	\$9,120
27	A-41	4x per year	\$2,280	\$9,120
28	B-36	4x per year	\$1,780	\$7,120
29	B-37	4x per year	\$2,660	\$10,640
30	B-38	4x per year	\$2,280	\$9,120
31	B-39	4x per year	\$2,280	\$9,120
32	C-38	4x per year	\$2,280	\$9,120
33	C-39	4x per year	\$2,280	\$9,120
34	C40	4x per year	\$2,280	\$9,120
TOTAL ANNUAL PRICE				\$245,716.00

EXHIBIT B

Bidder shall complete the below Sand Trap - Price Schedule and include with its bid submission:

Item Number	Sand Trap Areas	Treatment Frequency	Item Price	Annual Price
				Quarterly - 4x per year Monthly - 12x per year Hourly Rate - 10 hours per year
1	PAINT SHOP SOUTH	Quarterly	\$1,410	\$5,640
2	PAINT SHOP NORTH	Quarterly	\$1,410	\$5,640
3	VEHICLE STORAGE BLDG	Quarterly	\$985	\$3,940
4	FLEET BAY DOOR 1	Quarterly	\$1,080	\$4,320
5	FLEET BAY DOOR 19A	Quarterly	\$1,410	\$5,640
6	FLEET BAY DOOR 23	Quarterly	\$1,080	\$4,320
7	CAR WASH SOUTH TROUGH X2	Quarterly	\$4,800	\$16,960
8	Q/A Lab	Quarterly	\$854	\$3,416
9	EAST TERM PKG (HJ)	As Needed	\$2,480	\$2,480
10	WEST TERM PKG (DE)	As Needed	\$2,480	\$2,480
11	WEST TERM PKG (HJ)	As Needed	\$2,480	\$2,480
12	MOD 4 PARKING	As Needed	\$1,410	\$1,410
13	A33	As Needed	\$1,640	\$1,640
14	A47	As Needed	\$1,640	\$1,640
15	B22	As Needed	\$1,640	\$1,640
16	B23	As Needed	\$1,640	\$1,640
17	B28	As Needed	\$1,640	\$1,640
18	B29	As Needed	\$1,640	\$1,640
19	B36	As Needed	\$1,640	\$1,640
20	B44	As Needed	\$1,640	\$1,640
21	B45	As Needed	\$1,640	\$1,640
22	B52	As Needed	\$1,640	\$1,640
23	B53	As Needed	\$1,640	\$1,640
24	C30	As Needed	\$1,640	\$1,640
25	C48	As Needed	\$1,640	\$1,640
26	C49	As Needed	\$1,640	\$1,640
27	AGTS	As Needed	\$2,480	\$2,480
28	CARPENTER BUILDING	As Needed	\$1,640	\$1,640
29	8,000 Gallon Tank	As Needed	\$4,800	\$4,800
TOTAL ANNUAL PRICE				\$90,606.00

EXHIBIT C

SUSTAINABILITY POLICY AND GUIDANCE:

The City & County of Denver, through its Office of Sustainability and Executive Order 123, is committed to protecting the environment, and the health of the public and its employees. In accordance with this policy, City agencies are directed to procure cost-competitive products and services that minimize resource consumption and negative impacts on the environment and human health.

In requesting proposals for the City when specifically required in the evaluation criteria, expects all responsive proposers to demonstrate commitment to and experience in environmental sustainability and public health protection practices applicable to their line of services. The City during its evaluation processes will actively assess the quality and value of all proposals

Vendors, when applicable, are to follow standards and recommendations of the United States Environmental Protection Agency EPP program, the Green Seal organization, and standards and practices specified by the U.S. Green Building Council, including the Leadership in Energy and Environmental Design (LEED) program.

Leadership in Energy and Environmental Design for Existing Buildings (LEED EB)

The Office of Sustainability requires City agencies to fully implement all appropriate LEED-EB principals to minimize negative economic, environmental, and public health impacts of facility operations and maintenance. Thus, services procured through this proposal must meet any directly applicable LEED-EB standards, and otherwise help the City realize the goals of the Office of Sustainability and Executive Order 123.

1. Environmental Management System, Environmental Policy, Awareness, and Compliance:

Some airport operations can pose risks to human health and the environment. Proactive environmental management can reduce risk and prevent harm. Denver International Airport is certified to the ISO 14001 international standard for Environmental Management System (EMS). The Environmental Policy, established by the airport's CEO, outlines its commitment to environmental protection, preventing pollution, fulfilling compliance obligations, and continual improvement by enhancing environmental performance. DEN sets environmental objectives to support the Environmental Policy and monitor how the airport's EMS achieves its intended outcomes.

The scope of the EMS for DEN covers all properties and operations within the property boundary lines of DEN. The provisions of Part 180 of the Airport Rules and Regulations must be followed by each DEN Business Partners (as defined below) during any of their operations and activities at DEN. DEN's Environmental Policy illustrates the Department of Aviation's commitment to environmental protection, continual

improvement, and sustainability in all areas of airport business and operations. DEN's Business Partners are required by statute, regulation, and agreements with the City and County of Denver to comply with all federal, state, and local environmental regulations and requirements. The ISO 14001-certified EMS for DEN requires that all entities doing business at DEN or on behalf of the airport conform to certain elements of the standard. More specifically, all DEN Business Partners must be aware of the DEN Environmental Policy, identify the significant environmental aspects that they affect, and develop programs to manage these aspects in a manner that complies with environmental requirements, and further, must ensure the competency of their staff with respect to environmental responsibilities. DEN business partners retain operational control over the environmental aspect or impact, and have discretion on the means and methods used to meet environmental requirements. EMS documents, including Environmental Guidelines, provide guidance and communicate expectations to DEN business partners.

“DEN Business Partner” means any person or legal entity which operates a business or not-for-profit activity at the Airport under a lease, concession agreement, operating agreement, permit, contract, use and lease agreement, purchase order, license, or other legal authority, and includes subcontractors, sub-lessees, and vendors. Acts or omissions of a DEN Business Partner's employees, officers, contractors, and other representatives are attributed to the DEN Business Partner for purposes of application and enforcement of Part 180 of the Airport Rules and Regulations.

DEN's Environmental Policy, Sustainability Policy and Environmental Guidelines may be found at: <http://www.flydenver.com/environmental>

2. Prohibited Discharges to the Sanitary Sewer (Metro Wastewater District):

Discharges from cooling towers, boilers, closed-loop heat transfer systems and any other cooling/heating system treated with molybdenum-containing water treatment chemicals is prohibited entirely. Where necessary, these wastes may be physically prevented from discharging into the sanitary sewer system.

A list of prohibitions are discussed in Section 6 of Metro Wastewater *Rules and Regulations* which apply to all discharges to the Publicly Owned Treatment Works (POTW). The POTW includes the City and County of Denver, Denver International Airport, the Metro District, connector sewer lines, and the Metro District treatment plant.

Environmentally Preferable Purchasing (EPP) Guidance and Prohibitions:

The City defines Environmentally Preferable products and services as having a lesser or reduced effect on human health and the environment when compared with competing products and services that serve the same purpose. The City's EPP evaluation may extend to raw materials acquisition, energy consumption in manufacturing and transport, packaging, recyclability, waste disposal, and many other factors.

Applicable EPP considerations may factor in the evaluation process of this Proposal. Vendors are encouraged to describe any EPP attributes of the goods or services they offer to the City.

Products and services with the following attributes meet basic EPP and Office of Sustainability standards, and are favored for procurement:

- Green Seal approved products and services
- Energy Star certified equipment
- Specific Conformance to Green Seal GS-11 and GS-37 standards
- Conformance with California Code of Regulations for maximum allowable VOC content
- Conformance with SCAQMD Rule #1168, or BAAQMD Regulation 8, Rule 51
- Conformance with Carpet and Rug Institute Green Label/Green Label Plus Programs
- Product listing with the Western Regional Pollution Prevention Network
- Product listed with the Center for the New American Dream
- Disposable janitorial products conformance with USEPA Comprehensive Procurement Guidelines
- Products supplied in concentrate
- Products dispensed through automatic metering and mixing equipment
- Products with high recycled material and post-consumer waste content
- Products with minimal petrochemical content
- Highly durable / long-lasting products and applicators
- Products shipped in bulk
- Neutral pH products
- Non-flammable products
- Fragrance and dyes free products
- Proven rapid bio-, photo-, or chemical degradation
- Non-aerosol products
- Locally reusable / locally recyclable packaging
- Other characteristics that can be shown to:
 - Minimize waste
 - Minimize consumption of energy and resources
 - Minimize release of toxic compounds
 - Minimize exposure of workers and the public to pollutants

Products and services with the following attributes do not meet EPP or Office of Sustainability standards, and are discouraged from procurement under this proposal:

- Combination cleaner-disinfectants
- Products which liberate ammonia (CAS 7664-41-7)
- Products containing the following substances, except in trace amounts (< 0.1%):
 - alkylphenol ethoxylates
 - 1,4-dioxane (CAS 123-91-1)
 - Nitrotriacetic acid (CAS 139-13-9)
 - Sodium ethylenediamine tetraacetic acid (CAS 60-00-4)
 - 2-butoxyethanol or 2-butoxyethanol acetate (CAS 111-76-2, and CAS 112-07-2)
 - ethanolamine (CAS 141-43-5)
- Products containing phosphates or phosphonates in excess of 0.5% phosphorous by weight

- Products with a Flashpoint of less than 140°F
- Products with a pH of less than 2.0 or greater or than 12.5 at their least dilute working strength
- Products containing more than 20% VOCs by weight
- Products having RCRA Hazardous waste characteristics in their least dilute working strength
- Practices resulting in the air-borne dispersal of dusts and soils
- Practices which rely on volatilization of organic solvents or result in the significant generation of chemical fumes or vapors.
- Practices which prevent the capture and collection of wastewater and water-borne pollutants.
- Products whose principal ingredients are readily absorbed through skin, or cause dermal irritation or sensitization on contact, or rapidly destroy skin tissue or the mucous membranes.
- Products supplied without clearly readable labels that describe product hazards, precautions, and instructions on use and disposal.
- Products for the safe use of which workers must don specialized respiratory protection or general splash protection equipment.

The following products and services are prohibited from procurement under this proposal:

- Products containing persistent bio-accumulative toxics
- Products containing Asbestos
- Products containing known carcinogens, mutagens and teratogens
- USDOT Inhalation Hazard rated materials
- Halogenated compounds with an Ozone Depletion Potential greater than 0.01
- Products which have a high risk of causing spontaneous combustion
- Strong chemical oxidizers
- Products containing the chemical elements or compounds listed in Table 1
- Products containing chemical compounds deemed by the Denver Department of Environmental Health to present an undue of risk to human health or the environment in their use or disposal.

Upon request, the vendor must submit documentation proving that all procured products and services meet the prohibitions listed above.

Table 1: Prohibited Chemicals and Compounds

	Chemical Name	CAS Number	Comments
1	Arsenic	7440-38-2	
2	Arsenic, compounds of	various	
3	Barium, compounds of	various	not including alloys
4	Cadmium, compounds of	various	not including alloys
5	Carbon tetrachloride	56-23-5	
6	Chlorobenzene	108-90-7	
7	Chloroform	67-66-3	
8	Chromium, compounds of	various	not including alloys
9	1,2-Dichlorobenzene	95-50-1	
10	1,4-Dichlorobenzene	106-46-7	
11	1,2-Dichloroethane	107-06-2	
12	1,1-Dichloroethylene	75-35-4	
13	Hexachlorobenzene	118-74-11	
14	Hexachloroethane	67-72-1	
15	Hydrofluoric Acid	7664-39-3	
16	Lead, compounds of	various	not including alloys
17	Mercury, elemental	7439-97-6	not including amalgams
18	Mercury, compounds of	various	
19	Methylene chloride	75-09-2	
20	Nitrobenzene	98-95-3	
21	Pentachlorophenol	87-86-5	
22	Selenium, compounds of	various	
23	Silver, compounds of	various	not including alloys
24	Tetrachloroethylene	127-18-4	
25	1,1,1-Trichloroethane	71-55-6	
26	1,1,2-Trichloroethane	79-00-5	
27	Trichloroethylene	79-01-6	
28	2,4,5-Trichlorophenol	95-95-4	
29	2,4,6-Trichlorophenol	88-06-2	
30	Vinyl chloride	75-01-4	

II. ADDITIONAL COVERAGE

Excess/Umbrella Liability

Minimum Limits of Liability (In Thousands):

Umbrella Liability Controlled Area	Each Occurrence and aggregate	\$9,000
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The policy must provide the following:

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

Contractors Pollution Liability

Minimum Limits of Liability (In Thousands):

Per Occurrence	\$1,000
Aggregate	\$1,000

The policy must provide the following:

1. Bodily injury; property damage including loss of use of damaged property; defense costs including costs and expenses incurred in the investigation, defense or settlement of claims; and cleanup costs.
2. To sudden and gradual pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, natural gas, waste materials, or other irritants, contaminants, or pollutants (including asbestos).
3. A severability of interest or separation of insured provision (no insured vs. insured exclusion)
4. A provision that coverage is primary and non-contributory with any other coverage or self-insurance maintained by the City.
5. If the coverage is written on a claims-made basis:
 - a. the Insured warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract; and
 - b. continuous coverage will be maintained or an extended reporting period will be maintained for a period no less than three (3) years beginning from the time that work under this contract is completed.

III. ADDITIONAL CONDITIONS

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

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

NOTICE OF CANCELLATION

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

EXHIBIT F

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

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____

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

_____ ,
a corporation organized and existing under and by virtue of the laws of the State of _____ ,
and authorized to transact business in the State of Colorado, as Surety, are held and firmly bound unto the
CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, hereafter referred to
as the "City", in the penal sum of **ONE HUNDRED THOUSAND DOLLARS AND ZERO CENTS
(\$100,000.00)**, lawful money of the United States of America, for the payment of which sum, well and truly
to be made, we bind ourselves and our heirs, executors, administrators, successors and assigns, jointly and
severally, firmly by these presents;

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bounden Contractor has entered into a written contract with the City for furnishing all
labor and tools, supplies, equipment, superintendence, materials and everything necessary for and required to
do, perform and complete **CONTRACT NO. 201947417** Denver, Colorado, and has bound itself to complete
the project within the time or times specified or pay liquidated damages, all as designated, defined and
described in the said Contract and Conditions thereof, and in accordance with the Plans and Technical
Specifications therefore, a copy of said Contract being made a part hereof;

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

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

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

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

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

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

Attest:

Secretary

Contractor

By: _____
President

Surety

By: _____
Attorney-In-Fact

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

APPROVED AS TO FORM:

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

By: _____
Assistant City Attorney

APPROVED FOR THE CITY AND COUNTY
OF DENVER

By: _____
MAYOR

By: _____
CEO DEPARTMENT OF AVIATION

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

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

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

RE: (Company name)

Contract No: «Contract_No»
Project Name: «Project_Name»
Contract Amount:
Performance and Payment Bond No.:

Dear Assistant City Attorney,

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

_____ insurance
company, on _____, 20__.

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

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

Thank you.

Sincerely,

APPENDIX

Federal Aviation Administration Required Contract Provisions

ALL CONTRACTS – NON-AIP FUNDED

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

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

As used in these Contract Provisions, “Sponsor” means The City and County of Denver, Department of Aviation, and “Contractor” or “Consultant” means the Party of the Second Part as set forth in Contract Number PLANE 201947417.

GENERAL CIVIL RIGHTS PROVISIONS

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 subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

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. **Non-discrimination:** 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.

APPENDIX

Federal Aviation Administration Required Contract Provisions

ALL CONTRACTS – NON-AIP FUNDED

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

APPENDIX

Federal Aviation Administration Required Contract Provisions

ALL CONTRACTS – NON-AIP FUNDED

- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 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 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

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

APPENDIX

Federal Aviation Administration Required Contract Provisions

ALL CONTRACTS – NON-AIP FUNDED

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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