

A G R E E M E N T

THIS AGREEMENT is made and entered as of the date set forth on the signature page, below, by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, through and on behalf of its Department of Aviation (the “City”), and **INLAND TECHNOLOGIES INTERNATIONAL, LIMITED**, a Minnesota corporation authorized to do business in Colorado (“Operator”).

W I T N E S S E T H:

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

WHEREAS, the City desires to obtain aircraft deicing fluid (“ADF”) storage, distribution and recycling services for the Airport (“Aircraft Deicing System” or “ADS,” as is further described in **Exhibit A**); and

WHEREAS, the City solicited and received proposals for such services and the Operator’s proposal was selected, and Operator is qualified and ready, willing, and able to perform the services as set forth in this Agreement;

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

1. LINE OF AUTHORITY: The City’s Manager of Aviation, her designee or successor in function (the “Manager of Aviation” or the “Manager”) authorizes all work performed under this Agreement. The Manager hereby delegates her authority over the work described in this Agreement to the Deputy Manager of Aviation – Operations (“Deputy Manager”), as the Manager’s authorized representative for the purpose of administering, coordinating, and approving work under this Agreement. The Operator shall submit its reports, memoranda, correspondence and submittals to the Deputy Manager, or to any Project Manager that the Deputy Manager may designate.

2. PROFESSIONAL SERVICES:

A. General: The Operator shall provide services for the Airport as described in the attached **Exhibit A** or as designated from time to time by the Deputy Manager (“**Scope of Services**”). Operator shall provide all labor, materials, supplies, equipment, and tools (except as provided in Exhibit A), and perform all related management and administrative services. The Parties agree that Exhibit A may be revised following any mutually acceptable changes to the operation of the ADS, and that a revised Exhibit A may be substituted by the Manager of Aviation without the requirement of a formal amendment to this Agreement.

B. Professional Judgment: The Operator shall faithfully perform any work under this Agreement that requires professional judgment in accordance with the standard of care, skill, training, diligence and judgment provided by competent professionals who perform work of a

similar nature to the work described in this Agreement. Operator hereby represents and warrants to the City that it will perform its services in a professional and workmanlike manner.

C. Services not Exclusive. The Operator expressly understands and agrees that its right to distribute ADF to Airport users is not exclusive.

D. Agreement Subject to Other Agreements. The Parties anticipate that a supplier of ADF will be chosen by deicing users in consultation with the City (the “**Supplier**”). The Parties also anticipate that the Operator will enter into an agreement with the Supplier whereby the Operator will provide to deicing users services related to the receipt and storage of ADF, and Operator will operate, maintain, and manage certain portions of the ADS related to the receipt, storage, and blending of ADF. The City reserves the right to approve any such agreement before the Operator executes it, which approval shall not be unreasonably withheld. In the event of a conflict, such agreement shall be subordinate to this Agreement, and the terms of this Agreement shall control.

E. ADF Products. As of the date of execution of this Agreement, the ADF used at the Airport is a propylene glycol based product. The Parties agree that a propylene glycol based products shall continue to be used during the term of this Agreement, except as follows:

- (1) If the FAA, the State of Colorado, or other regulatory entity requires use of a different product, Operator shall accept such change, and the Parties agree upon appropriate adjustments to Exhibits A and B.
- (2) If the Airport chooses to use different products for reasons other than regulatory compliance, then the Parties shall work in good faith to mutually agree upon a product and appropriate changes to Exhibits A and B.

3. OPERATOR PROPERTY, USE OF CITY PROPERTY:

A. Operator Property. The Operator may, from time to time, in its sole discretion and at its sole expense, install machinery, equipment, and other personal property to the ADS (“**Operator Property**”). All such Operator Property shall remain the sole property of the Operator in which the City shall have no interest, except as otherwise provide herein. To retain its exclusive interest, Operator shall identify such Operator Property annually by submitting on July 1 of each year during the Term a list of such Operator Property. City will review the proposed list of Operator Property, and object to or approve the list. The City will recognize fixed equipment it approves on the list as Operator Property and not fixtures under Colorado law.

Operator shall have the right at any time during the Term, when not in default, to remove any or all Operator Property at its own expense, subject to Operator’s obligation to repair, at its own expense, all damage, if any, resulting from such removal.

B. Alteration To Premises.

- (1) The Operator may install any fixture or improvement, do or make alterations, construct additions, or do remodeling to the ADS, germane to the use herein or hereafter granted, so long as any such alterations, additions, or remodeling will not impair the capital value nor structurally weaken or endanger the ADS, and so long as the Deputy Manager gives prior written approval, which approval shall not be unreasonably delayed or withheld. Such approved alterations, additions, and remodeling shall become a part of the ADS unless it is Operator Property included on the list of Operator Property. In the event any such alterations, additions or remodeling is made without approval, then upon reasonable notice so to do, the Operator will remove the same or, at the option of the City, cause the same to be changed to the satisfaction of the City. In case of any failure on the part of the Operator to comply with such notice, the City may affect the removal or change, and the Operator shall pay the cost thereof to the City. The Operator in connection with any such installation or improvements will cause to be procured liability insurance and Builders Risk Insurance covering such persons and will otherwise indemnify them as provided for herein. The costs of alterations shall be the Operator's expense.
- (2) First-class standards of design and construction will be required in connection with all such alteration, and all such improvements shall conform with applicable statutes, ordinances, building codes, regulations and other general requirements of the federal government, the State and the City, including but not limited to compliance with DIA Design Standards, DIA Technical or Performance Specifications, and DIA Tenant Development Guidelines, procurement of general liability and builder's risk insurance and performance and payment bonds, and compliance with worker's compensation, prevailing wage pursuant to Denver Revised Municipal Code Section 20-76 *et seq.*, (initial rates stated **Exhibit D** attached hereto), compliance with the City's Non Discrimination Policy set forth in Appendix No. 1 hereto, and compliance with the Americans with Disabilities Act and its regulations. The approval given by the Deputy Manager shall not constitute a representation or warranty as to such conformity; responsibility therefor shall at all times remain with the Operator.
- (3) Operator shall consult with the City during the design process, including for architectural and aesthetic matters; the City expressly reserves the right to reject designs and layout proposals during this consultation process until they meet with the Deputy Manager's approval. The Deputy Manager agrees to act promptly upon a request for approval of such plans and/or revisions thereto. If the Airport requests additional architectural or aesthetic changes after plan approval, the Airport agrees to share the cost of preparing and submitting revised designs and layout proposals.

C. No Obstruction to Air Navigation, Avigation Easement. The Operator agrees that no obstruction to air navigation and/or air field surface and air traffic controller site lines as determined by application from time to time of the criteria of the Federal Aviation Administration, or its successor, will be permitted on the ADS, and any such obstruction placed on the ADS by the Operator shall be removed by it at its own cost and expense. The City specifically reserves

the right of unobstructed passage for all aircraft for its use and the use and benefit of the public together with the right to cause such noise, vibrations, and disturbances as may be inherent in the operations of aircraft and an airport. The term "aircraft" as used herein means any contrivance now known or hereafter invented which is used or designed for navigation of or flight in the air, by whomsoever owned and operated. The foregoing easement is granted in the air space over the ADS at a height established by filing of FAA Form 7460-1 applicable to the ADS, and as approved by the FAA.

D. Change of Use. In order for the Operator to institute a change in use of any part of the ADS as identified in Exhibit A hereto, the Operator must obtain the prior written approval of the Manager. Upon any change in use permitted by this Article, the Manager shall revise Exhibit A, without the requirement of a formal amendment to the Agreement.

E. Removal of Operator Property.

- (1) Upon the expiration or earlier termination of this Agreement, the Operator shall return the ADS to the City in good operation and safe condition, reasonable wear and tear and damage from events of force majeure excepted. Within sixty (60) days of expiration or termination of this Agreement, the Operator is hereby obligated, at its own expense, to remove any Operator Property and repair all damage resulting from the removal of such Operator Property, unless the Manager in her sole discretion gives her written approval for Operator Property to be left on site. If the Manager grants such approval, title to the Operator Property shall be considered a fixture.
- (2) If the Operator fails to remove any of the Operator Property as required by this Article, the City may, at its option, keep and retain such Operator Property or dispose of the same and retain any proceeds therefrom; and the City shall be entitled to recover from the Operator any costs of the City to remove the Operator Property and repair any resulting damage in excess of the actual proceeds, if any, received by the City and from disposition thereof. If the City removes any of the Operator Property, the Operator hereby specifically agrees to indemnify and hold the City harmless from all costs, losses, expenses or damages incurred in relation to the removal of the Operator Property, including all costs of associated remedial actions, fines, or penalties, reasonable attorney's fees, and other professional fees.
- (3) Upon the City's written request, the Operator shall provide, within ten (10) business days after the Operator's receipt of such a request, a written plan setting forth the schedule for removing all or a portion of the Operator Property. The Operator shall cooperate in good faith with the City to schedule the removal of the Operator Property so as to minimize disruption of services.

F. City's Right To Enter, Inspect, and Make Repairs. The City and its authorized officers, employees, agents, contractors, subcontractors and other representatives shall have the right (at such times as may be reasonable under the circumstances and with as little interruption of the Operator's operations as is reasonably practicable) to enter upon the ADS for the following purposes:

- (1) to inspect such premises at reasonable intervals during regular business hours (or at any time in case of emergency) to determine whether the Operator has complied and is complying with the terms and conditions of this Agreement with respect to such premises;
- (2) to perform maintenance and make repairs and replacements in any case where the Operator is obligated but has failed to do so, after the City has given the Operator reasonable notice so to do; and
- (3) in the proper exercise of the City's police power.

No such entry by or on behalf of the City upon the ADS shall cause or constitute a termination of the Agreement or be deemed to constitute an interference with the possession thereof by the Operator.

G. Waste Or Impairment Of Value. The Operator agrees that nothing shall be done or kept in or on the ADS which might impair the value of the City's property or which would constitute waste or a public or private nuisance.

H. Structural or Electrical Overloading. The Operator agrees that nothing shall be done or kept in or on the ADS and no improvements, changes, alterations, additions, maintenance or repairs shall be made to the ADS which might result in an overload of utility lines serving the Airport or interfere with electric, electronic or other equipment at the Airport. In the event of violations hereof, the Operator agrees to immediately remedy the violation at the Operator's expense.

I. Noise, Odors, Vibrations and Other Annoyances. The Operator shall conduct its operations in an orderly and proper manner so as not to commit any nuisance on the ADS or annoy, disturb or be offensive to others at the Airport and shall take all reasonable measures, using the latest known and practicable devices and means, to eliminate any unusual, nauseous or objectionable noise, vapors, odors, lights and vibrations.

J. Utilities.

- (1) The Operator understands and agrees that all utility services required by it during the term of the Agreement for the ADS must be obtained and secured by the Operator at its own expense. The City has installed at its cost all required utility lines or mains to the ADS, but any future relocation or reduction in height, or both such relocation and reduction, of such lines and mains at the request of the Operator shall be at the sole cost and expense of the Operator. Any power lines constructed or installed by or for the Operator shall at all times conform to the height and route limitations imposed from time to time by the City, the Manager, and the Federal Aviation Administration or its successor agency in function. The City is under no obligation to furnish at its expense snow removal or janitorial services, or any other utility, for the ADS. No right-of-way fee or similar fee, charge or toll of any type which appertains only to properties at the Airport shall be

made by the City directly or indirectly for any of said utility lines or mains serving the ADS.

- (2) The Operator shall construct, install and maintain, or shall have constructed, installed and maintained, all storm sewer culverts, storm sewer mains, sanitary sewer system, potable water system, fire hydrants, natural gas mains, roadway lighting, lot lighting, electrical primary service upgrade, tap lines, laterals, switchgear equipment, transformers, cabling and facilities within the ADS in order to maintain, operate and manage the ADS as set forth in Exhibit A. The Operator shall pay all charges for utility services consumed by it on the ADS. Any electrical power and telecommunication lines constructed or installed by or for the Operator shall be placed underground. The Operator agrees to pay a pro-rata share of any sewerage charges levied against the Airport based upon water consumption.
- (3) The Operator shall be responsible for complying with all requirements of the owners of existing utilities, pipelines, stormwater conveyance facilities or other existing facilities or infrastructure where crossing of such facilities are constructed by or on behalf of the Operator.

K. Interruption Of Services. The Operator agrees that the City shall not be liable for failure to supply any utility services or maintenance services so long as the City is using all commercially reasonable efforts to restore the same. The City reserves the right to temporarily discontinue utility services or maintenance services at such time as may be necessary by reason of accident, unavailability of employees, repairs, alterations or improvements or whenever by reason of strikes, lockouts, riots, acts of God or any other happenings beyond the control of the City, the City is unable to furnish such services. The City shall not be liable for damages to persons or property for any such discontinuance, nor shall such discontinuance in any way be construed or operate to release the Operator from any of its obligations hereunder, except as otherwise provided in herein.

L. Common Use Services. The Manager may establish common use services at the Airport, including but not limited to trash and refuse removal, deliveries, industrial waste handling, recycling, snow removal, landscape watering and security guards. The Manager reserves the right to establish charges for common use services based upon documented actual costs. Trash, sewer, and deliveries will be common use services which the Operator may be required to use and pay its pro rata actual share; however, other common use services may be utilized at the Operator's option. The Operator agrees to pay the charges for those common use services which are utilized by the Operator. Notwithstanding the foregoing, the Operator shall not be required to use such common use services if to do so would be a violation of the Operator's then existing service agreements.

M. Master Layout Plan. The Operator agrees that 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 layout plan for the Airport and waives any right to claim damages or other consideration arising therefrom.

N. Inconveniences During Construction. The Operator recognizes that from time to time during the Term of this Agreement, it may be necessary for the City to commence or complete extensive programs of construction, expansion, relocation, maintenance and repair in order that the Airport and its facilities may be completed and operated in accordance with any present or future layout plan, and that such construction, expansion, relocation, maintenance and repair may inconvenience the Operator in its operation at the Airport. The Operator agrees that no liability shall attach to the City, its officers, agents, employees, contractors, subcontractors and representatives by way of such inconveniences, and the Operator waives any right to claim damages or other consideration therefrom.

4. PERFORMANCE BOND. Within ten business days of the execution of this Agreement, the Operator shall deliver to the Deputy Manager and maintain in effect at all times throughout the Term a valid corporate performance bond, a bank letter of credit or such other acceptable surety (collectively, the "**Performance Bond**") as first approved in writing by the Deputy Manager, in an amount equal to one million dollars (\$1,000,000.00). The amount of the Performance Bond shall be subject to increase by the Deputy Manager, should the Deputy Manager deem the amount insufficient because the Operator is or has been in arrears on payments or has violated other terms of this Agreement. The City agrees to accept a single bond or a bank letter of credit to secure the Operator's Performance Bond obligations under this Agreement entered into by the City and the Operator. Such Performance Bond shall be payable to the City upon a declaration of default by the Manager of Aviation without condition and in amounts sufficient to cure such default. Such Performance Bond shall guarantee to the City the full and faithful performance of all of the terms and provisions of this Agreement by the Operator, as said Agreement may be amended, supplemented or extended.

5. COMPENSATION AND PAYMENT:

A. Fee: The City hereby agrees to pay the Operator, and Operator agrees to accept as its sole compensation for its services rendered under this Agreement, the rates and reimbursable expenses as outlined in **Exhibit B**. The Parties agree that Exhibit B may be revised following any mutually acceptable changes to the operation of the ADS, and that a revised Exhibit B may be substituted by the Manager without the requirement of a formal amendment to this Agreement, excepting that no change to Exhibit B shall be considered a change to the Maximum Contract Amount in Section 6, which can only be changed by amendment.

B. Payments: Payments will be made to Operator in accordance with the City's Prompt Payment Ordinance, D.R.M.C., Section 20-107, *et. seq.*, subject to the Maximum Contract Amount set forth below. Operator 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.

C. Invoices: Fee payments and or credits shall be based upon quarterly invoices and receipts submitted by Operator that have been audited and approved by the City. Invoices by the Operator for reimbursement of equipment replacement costs in accordance with this Section may be submitted at the completion of the work and upon acceptance of the work by the City, and need not wait for the following quarterly invoice. All invoices shall be submitted in accordance with this Section, as follows:

- (1) A brief status report which describes the progress of the work and a summary of the work performed during the period covered by the invoice.
- (2) A statement of hours spent where billing is based upon hourly rates. Time sheets shall be maintained by Operator and shall be available for examination by the City, at City request.
- (3) The amounts shown on the invoices shall comply with and clearly reference the Scope of Work, the hourly rate where applicable, and allowable reimbursable expenses.
- (4) Operator shall submit itemized business expense logs or copies of receipts for all allowable reimbursable expenses, where billing is based upon such items.
- (5) The signature of an officer of Operator, along with such officer's certification that it has examined the invoice and has found it to be correct, shall be included on all invoices.

D. Non-Reimbursable Costs. Except as otherwise provided herein, the Operator shall pay all management, operating, and maintenance costs related to performing services required under this Agreement, including but not limited to the following: staffing, including benefits; fluid management; system support; accounting services; training; travel; management support; administrative support; insurance; utilities; janitorial functions; equipment rental; equipment maintenance and fueling; supplies; outside services; marketing; consulting; environmental services; permits and inspections; legal services; audit costs; memberships and fees; freight costs; and wastewater discharge fees. The City shall not be responsible for any management, operating, or maintenance cost.

E. Equipment Replacement Costs. Equipment owned and provided by the City for use by the Operator is identified in **Exhibit A, Attachment 1**. All other equipment and its replacement shall be provided by the Operator at no cost to the City. Equipment replacement costs for equipment owned by and provided by the City and deemed eligible for reimbursement, as described in **Exhibit A, Attachment 1**, will be paid by the City. Operator shall comply with any applicable City ordinances, including those for Prevailing Wage and participation of Minority and Women owned Business Enterprises, when performing any replacement of City equipment. The Operator shall notify the City in advance of the need to replace any such equipment and shall include estimated costs and justifications. Replacement is subject to approval of the Deputy Manager, which will not be unreasonably withheld.

F. Monthly Accounting. The Operator agrees to provide to the City monthly on the tenth day of each month following the reporting period, an accounting of the amount of Virgin propylene glycol, additive pack, and blended ADF delivered to the

Operator by the Suppliers, the amount of ADF blended on site, the amount of ADF provided to each user or airline, the volume of Spent ADF received by the Operator, the PG Equivalent Gallons received by the Operator; the amount of Spent ADF recycled by the Operator, and the amount of Reclaimed Glycol sold by the Operator. The City may reasonably require the Operator to provide any other information related to the management, operation, or maintenance of the ADS.

G. Annual Accounting. The City agrees to provide to the Operator annually by the first day of September an accounting of the amount of ADF used at DIA during the preceding Deicing Year. The accounting will include the amount of ADF reported by the Operator pursuant to Article 5.F and amounts reported by ADF users at DIA who obtain this fluid *from* other Suppliers. The Operator will have fifteen (15) days from receipt of the accounting to object in writing to the Deputy Manager to the amounts provided therein. Any objection must provide the basis for the dispute and include any documents or other evidence used to support the objection. The Operator will provide, within fifteen (15) days, any additional documentation or evidence requested by the City to investigate the dispute. The Deputy Manager will make a determination on the Operator's objection within sixty (60) days of receipt of all documentation or evidence requested, or receipt of the written objection if no additional documentation or evidence is requested, and advise the Operator in writing of her determination. If no written determination is received by the Operator within the time specified in this **Article**, the Operator's objection will be deemed denied. The Operator may appeal any such determination pursuant to **Article 21** herein.

H. Disputed items. The City reserves the right to reject and not pay any invoice or part thereof where the Deputy Manager determines that the amount invoiced exceeds the amount which should be paid based upon the work which has been performed. The City, however, shall pay any undisputed items contained in an invoice. Disputes concerning payments under the provisions of this contract shall be resolved by administrative hearing pursuant to the procedures of D.R.M.C. Section 5-17.

6. MAXIMUM CONTRACT AMOUNT, FUNDING:

A. Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **Four Million Three Hundred Seventy-Five Thousand Dollars (\$4,375,000.00) (the "Maximum Contract Amount")** for the term of this Agreement. The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Operator beyond that specifically described in Exhibit A. Any services performed beyond those in Exhibit A are performed at Operator's risk and without authorization under the Agreement.

B. The obligations of the City under this Agreement shall extend only to monies appropriated for the purpose of this Agreement by the City Council, paid into the City Treasury, and encumbered for the purposes of this Agreement. Operator acknowledges that (i) City does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal

years, and (ii) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

C. Payment under this Agreement shall be paid from the City and County of Denver Airport Revenue Fund and from no other fund or source. The City has no obligation to make payments from any other source. 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 Amount above.

7. **TERM:** The term of this Agreement shall commence on **March 1, 2014**, and shall terminate on **June 30, 2021**, unless terminated earlier in accordance with the terms of this Agreement. Should for any reason the Term expire prior to the completion by Operator of a task, then in the Manager's sole discretion this Agreement shall remain in full force and effect to permit completion of any work that was commenced prior to the date that otherwise would have been the termination date.

8. **DEFENSE AND INDEMNIFICATION:**

A. Operator hereby agrees to defend, indemnify, and hold harmless City, its appointed and elected officials, agents and employees 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 Operator 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. Operator'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. Operator'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. Operator 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 Operator under the terms of this indemnification obligation. The Operator shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

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

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

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

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

9. INSURANCE:

A. Operator shall, at its own expense, obtain and keep in force during the entire term of this Agreement, all of the insurance policies described in the City's form of insurance certificate which is attached to this Agreement as **Exhibit C** and incorporated herein. Upon execution of this Agreement, Operator shall submit to the City a fully completed and executed ACORD form which specifies the issuing company or companies, policy numbers, and policy periods for each required form of coverage.

B. All certificates and forms must be received and approved by the City before any work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the term. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of the Agreement. All subcontractors' work shall also be subject to the minimum requirements identified in **Exhibit C**. All subcontractors' certificates and endorsements must be received and approved by the Consultant before work commences. The City reserves the right to request copies of these certificates at any time.

C. All certificates required by this Agreement shall be sent directly to Denver International Airport, Risk Management, Airport Office Building, Room 8810, 8500 Peña Boulevard, Denver, Colorado 80249. The City Project/Agreement number and project

description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time.

D. The 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.

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

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

10. COLORADO GOVERNMENTAL IMMUNITY ACT: 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.

11. EVENTS OF DEFAULT AND REMEDIES:

A. Events of Default Defined. The occurrence of any one or more of the events described in the following subsections (1) through (3) of this Article 11 shall constitute a "default," for all purposes of this Agreement; and each such default shall, after the giving of notice, if any, passage of time, if any, or occurrence of an event, if any, specified in the subsection describing such default, constitute an event of default, for all purposes of this Agreement:

(1) Failure by the Operator to pay when due any fee and or credit due under this Agreement, if such failure continues for 10 business days following notice from the City.

(2) Any material breach by the Operator of any of its representations or warranties made in this Agreement or any failure by the Operator to observe and perform any of its covenants, conditions or agreements made on its part to be observed or performed hereunder, other than a breach, failure to pay or failure to observe and perform referred to in subsection (1) of this Article 11, for a period of 30 days after written notice specifying in detail the circumstances of such breach, failure to pay or failure to observe and perform and requesting that it be remedied, given to the Operator by the City, unless (i) the City shall agree in writing to an extension of such time prior to its expiration or (ii) if the breach,

failure to pay or failure to observe and perform be such that it can be corrected but cannot be corrected within the applicable period, corrective action is instituted by the Operator within the applicable period and is being diligently pursued.

(3) The dissolution or liquidation of the Operator; or the filing by the Operator of a voluntary petition in bankruptcy; or the entry of an order for relief under Title 11 of the United States Code, as the same may from time to time be hereafter amended, against the Operator; or the filing of a petition or answer proposing the entry of an order for relief against the Operator under Title 11 of the United States Code, as the same may from time to time be hereafter amended, or proposing the reorganization, arrangement or debt readjustment of the Operator under any present or future federal bankruptcy act or any similar federal or state law in any court and the failure of said petition or answer to be discharged or denied within 90 days after the filing thereof; or the appointment of a custodian (including without limitation a receiver, trustee or liquidator of the Operator) of all or a substantial part of the property of the Operator, and the failure of such a custodian to be discharged within 90 days after such appointment; or the taking by such a custodian of possession of the Operator or a substantial part of its property, and the failure of such taking to be discharged within 90 days after such taking; or the Operator's consent to or acquiescence in such appointment or taking; or assignment by the Operator for the benefit of its creditors; or the entry by the Operator into an agreement of composition with its creditors.

B. Remedies on Default. In addition to any right to terminate this Agreement upon the occurrence of an event of default, the Operator or the City, as the case may be, may pursue any and all remedies available at law or in equity in the event of a default by the other party hereto.

12. NO AUTHORITY TO BIND CITY TO CONTRACTS: The Operator has no authority to bind the City on any contractual matters. Final approval of all contractual matters which obligate the City must be by the City as required by Charter and ordinance.

13. ASSIGNMENT: The Operator covenants and agrees that it will not assign or transfer its rights hereunder without first obtaining the written consent of the Manager of Aviation thereto which consent shall not be unreasonably delayed, withheld or conditioned. Any attempt by the Operator to assign or transfer its rights hereunder without such prior written consent of the Manager shall, at the option of said Manager, automatically terminate this Agreement and all rights of the Operator hereunder. Such consent may be granted or denied at the sole and absolute discretion of the Manager.

14. INSPECTION OF RECORDS:

A. In connection with any 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 Operator which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts and transcriptions.

The Operator further agrees that such records will contain information concerning the hours and specific tasks performed along with the applicable federal project number.

B. The Operator agrees that until the expiration of three years after the final payment under this Agreement, any duly authorized representative of the City, including the Manager 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 Operator 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.

15. COLORADO OPEN RECORDS ACT: The Operator acknowledges that the City is subject to the provisions of the Colorado Open Records Act, Colorado Revised Statutes §24-72-201 et seq., and the Operator agrees that it will fully cooperate with the City in the event of a request or lawsuit arising under such act for the disclosure of any materials or information which the Operator asserts is confidential and exempt from disclosure. 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 Operator to the City shall be considered confidential by the City only to the extent provided in the Open Records Act, and the Operator 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.

16. STATUS OF OPERATOR AS INDEPENDENT CONTRACTOR: It is agreed and understood by and between the parties hereto that the status of Operator 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 9.1.2 (C) of the Charter of the City and County of Denver, and it is not intended, nor shall it be construed, that Operator or its personnel are employees or officers of the City under D.R.M.C. Chapter 18 for any purpose whatsoever.

17. TERMINATION:

A. The City has the right to terminate this Agreement without cause on ninety (90) days written notice to the Operator and with cause on ten (10) days written notice to the Operator. However, nothing herein shall be construed as giving the Operator the right to perform services under this Agreement beyond the time when such services become unsatisfactory to the Manager.

B. If this Agreement is terminated by the Operator, or if this Agreement is terminated by the City for cause, the Operator shall be compensated for, and such compensation shall be limited to: (1) the sum of the amounts contained in invoices which it has submitted and which have been approved by the City, (2) the reasonable value to the City of the work which the Operator performed prior to the date of the termination notice, but which had not yet been approved for payment, and (3) the cost of any work which the Manager approves in writing which is determined as needed to accomplish an orderly termination of the work. If this Agreement is terminated for the convenience of the City and without the fault of the Operator,

the Operator shall also be compensated for any reasonable costs it has actually incurred in performing services hereunder prior to the date of the termination.

C. If this Agreement is terminated, the City shall take possession of all materials, equipment, tools, and facilities owned by the City which the Operator is using by whatever method it deems expedient, and the Operator shall deliver to the City all drafts or other documents it has completed or partially completed under this Agreement, together with all other items, materials and documents which have been paid for by the City, and these documents and materials shall be the property of the City. This paragraph specifically excludes any software licenses, and the rights granted to the City there under, shall, upon termination, cease and the software programs shall be de-installed and returned to Operator or destroyed.

D. Upon termination of this Agreement by the City, the Operator shall have no claim of any kind whatsoever against the City by reason of such termination or by reason of any act incidental thereto, except for compensation for work satisfactorily performed.

18. NOTICES: Notices concerning termination of this Agreement, notices of alleged or actual violations of the terms or conditions of this Agreement and other notices of similar importance shall be made:

by Operator to: Manager of Aviation
Denver International Airport
8500 Peña Boulevard
Denver, Colorado 80249-6340

and by City to: Roger Langille
14 Queen Street
Truro, Nova Scotia
Canada B2N 2A8

with copy to: Morrison Sund PLLC
Attn.: Michael J. Murphy
5125 County Road 101
Suite 200
Minnetonka, Minnesota 55345

19. NO WAIVER OF RIGHT: No assent, expressed or implied, to any breach of any one or more of the covenants, terms and provisions of this Agreement shall be deemed or taken to be by the City a waiver of any succeeding or other breach.

20. ADMINISTRATIVE HEARING: Disputes arising under or related to this Agreement or the work which is the subject of this Agreement shall be resolved by administrative hearing which shall be conducted in accordance with the procedures set forth in D.R.M.C. Section 5-17. The parties hereto agree that the Manager's determination resulting from said administrative

hearing shall be final, subject only to the Operator's right to appeal the determination under Colorado Rule of Civil Procedure 106.

21. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under this Agreement, the Operator agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation, terms, conditions or privileges of employment against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and the Operator further agrees to insert the foregoing provision in all subcontracts hereunder.

22. CONFLICT OF INTEREST: The Operator agrees that it will not engage in any transaction, activity or conduct which would result in a direct conflict of interest under this Agreement. The Operator represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Operator by placing the Operator's own interests, or the interest of any party with whom the Operator has a contractual arrangement, in conflict with those of the City. The City shall give the Operator written notice describing any conflict that arises during the term, and the Operator shall have thirty (30) days after the notice is received to eliminate or cure the conflict of interest in a manner acceptable to the City.

23. TAXES, LICENSES, LIENS AND FEES:

A. The Operator agrees to promptly pay all taxes, excises, license fees and permit fees of whatever nature applicable to its operations hereunder and to take out and keep current all municipal, state or federal licenses required for the conduct of its business at and upon the ADS and further agrees not to permit any of said taxes, excises, license fees or permit fees to become delinquent. The Operator also agrees not to permit any mechanic's or materialman's or any other lien to become attached or be foreclosed upon the ADS, or any part thereof; by reason of any work or labor performed or materials furnished by any mechanic or materialman on behalf of the Operator. The Operator agrees to furnish to the Manager, upon request in the Manager's reasonable judgment, duplicate receipts or other satisfactory evidence showing the prompt payment by it of Social Security, unemployment insurance and worker's compensation insurance, and all required licenses and all taxes. The Operator further agrees to promptly pay when due all bills, debts and obligations incurred by it in connection with its operations hereunder and not to permit the same to become delinquent and to suffer no lien, mortgage, judgment or execution to be filed against the ADS which will in any way impair the rights of the City under this Agreement.

B. In the event that any taxes, assessments, payments in lieu of taxes or other charges are levied on the City with respect to any amount to be paid hereunder, the Operator agrees to pay the same promptly as the same become due and to hold the City harmless therefrom. In the event the Operator shall pay any such tax, assessment, payment in lieu of taxes or other charge, the Operator shall be subrogated to the City's right, if any, to contest the validity of the levy of such tax, assessment, payment in lieu of taxes or other charge and shall be entitled to recovery from the parties to whom the same was paid, as compensatory damages, of an amount up to the amount of such

tax, assessment, payment in lieu of taxes or other charge so paid by the Operator plus, to the extent permitted by law, the amount of reasonable legal fees incurred in connection with such contest.

C. The Operator shall have the right on giving the Manager or her authorized representative prior notice to contest any such mechanic's, materialman's or any other lien or encumbrance; and the Operator shall not, pending the termination of such contest, be obligated to pay, remove or otherwise discharge such lien or claim, provided, however, that the contest, in the judgment of the Manager or her authorized representative, will not affect the possession, use or control of the ADS and the contest is done by Operator in good faith by proper legal proceeding within 20 days after receipt of notice thereof by the Operator. The Operator agrees to indemnify and save harmless the City, its City Council and its officers, employees and other agents and representatives from any loss, including but not limited to damages and reasonable costs and attorneys' fees, as a result of the Operator's action as aforesaid. If the Operator shall in good faith proceed to contest any general tax, special assessment, excise, license fee, permit fee or other public charge or the validity thereof by proper legal proceedings which shall operate to prevent the collection thereof or to prevent the appointment of a receiver because of nonpayment of any such taxes, assessments, excises, fees or other public charges, the Operator shall not be required to pay, discharge or remove any such tax, assessment, excise, fee or other public charge so long as such proceeding is pending and undisposed of; provided, however, that the Operator, not less than five days before any such tax, assessment, excise, fee or other public charge shall become delinquent, shall give notice to the Manager or her authorized representative of the Operator's intention to contest its validity and provided further that the nonpayment, in the judgment of the Manager or her authorized representative, will not affect the possession, use or control of the ADS. If such notice is so given by the Operator to the Manager or her authorized representative and such contest is conducted in good faith by the Operator, the City shall not, pending the termination of such legal proceedings, pay, remove or discharge such tax, assessment, excise, fee or other public charge. The Operator agrees to indemnify and save harmless the City, its City Council and its appointed and elected officers, employees and other agents and representatives from any loss as a result of the Operator's action as aforesaid.

24. COMPLIANCE WITH ALL LAWS AND REGULATIONS: All of the work performed under this Agreement by the Operator shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado and with the charter, ordinances, and rules and regulations of the City and County of Denver.

25. NO THIRD PARTY BENEFICIARIES: The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to the City and the Operator, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of the City and the Operator that subcontractors and any other person other than the City or the Operator receiving any benefits from this Agreement shall be deemed to be incidental beneficiaries only.

26. ADVERTISING AND PUBLIC DISCLOSURES: The Operator shall not reference this Agreement or its work hereunder in marketing or public relations materials without first obtaining the written approval of the Deputy Manager, which approval will not be unreasonably

withheld. Any oral presentation or written materials related to Denver International Airport shall include only presentation materials, work product, designs, renderings and technical data which have been submitted to the Deputy Manager for review and approval. The Deputy Manager shall review and either reject, modify, or approve submittals in a timely manner so that the Scope of Services is not adversely affected. Nothing herein shall preclude the transmittal by the City any information to officials of the City, including without limitation, the Mayor, the Manager of Aviation, member or members of City Council, or the Auditor.

27. OWNERSHIP OF WORK PRODUCT: The City may, without restriction, make use of materials and documents created by Operator and/or submitted to the City by the Operator under this Agreement. The product of any custom development work performed by the Operator specifically for the City shall become the sole property of the City.

28. PROHIBITION AGAINST EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THIS AGREEMENT:

A. The Agreement is subject to Article 17.5 of Title 8, Colorado Revised Statutes and D.R.M.C. Section 20-90 and the Operator is liable for any violations as provided in said statute and ordinance.

B. The Operator 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 Operator 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 subcontractor that fails to certify to the Operator 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 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 Operator will also

then terminate such subcontractor if within three days after such notice the subcontractor does not stop employing or contracting with the illegal alien, unless during such three day period the subcontractor provides information to establish that the subcontractor 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 D.R.M.C. Section 20-90.3.

29. SUBCONTRACTORS:

A. Although Operator may retain, hire, and contract with outside subcontractors for work under this Agreement, no final agreement or contract with any such subcontractor shall be entered into without the prior written consent of the Deputy Manager or his authorized representative. Requests for such approval must be made in writing and include a description of the nature and extent of the services to be provided, the name, address and professional experience of the proposed subcontractor, and any other information requested by the Deputy Manager. Any final agreement or contract with an approved subcontractor must contain a valid and binding provision whereby the subcontractor waives any and all rights to make any claim of payment against the City or to file or claim any lien or encumbrance against any City property arising out of the performance or non-performance of the contract.

B. Because Operator's represented professional qualifications are a consideration to the City in entering into this Agreement, the Manager shall have the right to reject any proposed outside subcontractor or subcontractors for this work deemed by the Manager, in her sole discretion, to be unqualified or unsuitable for any reason to perform the proposed services, and the Manager shall have the right to limit the number of outside subcontractors or to limit the percentage of work to be performed by them, all in her sole and absolute discretion. The Manager shall exercise reasonableness in making such decisions regarding subcontractors.

C. Operator is subject to D.R.M.C. Section 20-112 wherein Operator is to pay its subcontractor 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 are subject to a late payment penalty as provided for in the prompt pay ordinance (D.R.M.C. Sections 20-107 through 20-118).

30. SENSITIVE SECURITY INFORMATION:

Operator acknowledges that, in the course of performing its work under this Agreement, that it may be given access to Sensitive Security Information (“SSI”), as that material is described in federal regulations, 49 C.F.R. part 1520. Operator specifically agrees to comply with all requirements of the applicable federal regulations and DIA Standard Policy and Procedure 6003. Operator understands any questions it may have regarding its obligations with respect to SSI must be referred to the Manager or her designated representative.

31. AIRPORT SECURITY:

A. It is a material requirement of this Agreement that Operator 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. Operator 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 Operator or any of its employees or subcontractors of any rule, regulation, or authorized directive from the City or the Transportation Security Administration with respect to Airport Security shall be grounds for immediate termination by the City of this Contract for cause.

B. Upon execution of this Agreement, Operator shall promptly meet with the Airport's Assistant Security Manager to establish badging requirements for Operator's operations under this Agreement. Operator shall obtain the proper access authorizations for all of its employees and subcontractors 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 her/his access authorization. The failure of Operator 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 Agreement, Operator shall take immediate steps to comply with security modifications which occur as a result of the changed status. Operator may at any time obtain current information from the Airport Security Office regarding the Airport's security status in relation to Operator's operations at the Airport.

D. Operator shall return to the City at the expiration or termination of this Agreement, or upon demand by the City, all access keys or access badges issued to it for any area of the Airport, whether or not restricted. If Operator fails to do so, Operator 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 Operator under this Agreement

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

33. BOND ORDINANCES; GOVERNING LAW; VENUE:

A. This Agreement is made under and shall be governed by the laws of Colorado. Each and every term, provision or condition herein is subject to the provisions of Colorado law,

the Charter of the City and County of Denver, and the ordinances and regulations enacted pursuant thereto.

B. 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.

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

34. PREVAILING WAGE: Operator shall comply with the City's Prevailing Wage Ordinance, D.R.M.C. Section 20-76 *et seq.*, as such Ordinance may apply to Operator's activities under this Agreement, including as noted in **Exhibit D**. The Operator is prohibited from hiring any subcontractor that is currently debarred by the City in accordance with D.R.M.C § 20-77.

35. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS: The Operator and Operator'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 Operator and Operator's agents from City facilities or participating in City operations.

36. CITY SMOKING POLICY: Operator 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. Operator 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.

37. ENTIRE AGREEMENT: The parties acknowledge and agree that the provisions contained herein constitute the entire agreement and that all representations made by any officer, agent or employee of the respective parties unless included herein are null and void and of no effect. No alterations, amendments, changes or modifications to this Agreement, except those which are expressly reserved herein to the Manager and Deputy Manager, shall be valid unless they are contained in an instrument which is agreed to by all the parties with the same formality as this Agreement.

38. SEVERABILITY: In the event any of the provisions, or applications thereof, of this Agreement are held to be unenforceable or invalid by any court, the validity and enforceability of the remaining provisions, or applications thereof, shall not be affected.

39. HEADINGS: The heading contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

40. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE: This Agreement consists of Sections 1 through 41, and the following exhibits and attachments which are incorporated herein and made a part hereof by reference:

Exhibit A	Scope of Services
Exhibit B	Schedule of Rates and Fees
Exhibit C	Certificate of Insurance
Exhibit D	Prevailing Wage Rates
Appendix No. 1	Standard Federal Assurances and Nondiscrimination

In the event of an irreconcilable conflict (i) between a provision of the Sections above and any of the listed exhibits or attachments or (ii) between provisions of any exhibits or 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 No. 1
Sections 1 through 41 hereof
Exhibit C
Exhibit A
Exhibit B
Exhibit D

41. CITY EXECUTION OF AGREEMENT: This Agreement 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. This Agreement may be signed electronically by either party in the manner specified by the City.

[APPENDIX, SIGNATURE PAGES, AND EXHIBITS FOLLOW]

APPENDIX NO. 1

STANDARD FEDERAL ASSURANCES AND NONDISCRIMINATION

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

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

1. Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, creed, color, sex, national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontractors, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor of the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - b. Cancellation, termination, or suspension of the contract, in whole or in part.
6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

7. NONDISCRIMINATION IN AIRPORT EMPLOYMENT OPPORTUNITIES

The contractor assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. It is unlawful for airport operators and their lessees, tenants, concessionaires and contractors to discriminate against any person because of race, color, national origin, sex, creed, or handicap in public services and employment opportunities.

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 _____



Contract Control Number: PLANE-201209071-00

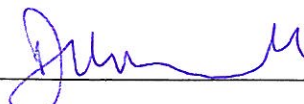
Contractor Name: Inland Technologies International, Ltd

By:  _____

Name: ROGER LANGILLE
(please print)

Title: PRESIDENT
(please print)

ATTEST: [if required]

By:  _____

Name: JEFF McDOWALL
(please print)

Title: DIRECTOR OF FINANCE
(please print)



Exhibit A: Inland, 201209071
Scope of Services

The Operator is to provide aircraft deicing fluid (ADF) distribution and recycling services, as follows:

1. Receive and store ADF on site for use in and by the users of the airport's ADF distribution system
2. Maintain an accurate inventory record of on-site ADF supplies. Inventory reports shall be made available to the ADF supplier, the City, and the airlines as needed and/or requested during the deicing season
3. Distribute ADF to deicing pads A, C, J, D, and WA
4. In coordination with the City, operate valves on deicing pads A, B, C, J, D, and WA before, during, and after deicing events to route runoff to collection tanks for subsequent recycling
5. Provide services for collection of fluids from deice pad EE, which includes operating valves in the collection/diversion vault, pumping fluids from the collection/diversion vault into a truck, and trucking the fluids to the recycling plant
6. Recycle fluids containing one percent or greater glycol generated on all the deicing pads at DIA
7. Maintain an accurate inventory record of all spent ADF collected and recycled
8. Operate and maintain the infrastructure necessary to provide the elements of work described above

The Operator may also provide the following services, with prior written approval of the Manger:

1. Blending of ADF on site for subsequent distribution
2. Collection of fluids using glycol recovery vehicles (GRVs), block and pump, or other pre-approved methods
3. Providing pre-treatment or other approved means to enhance the recyclability of the spent ADF and/or increase the operational efficiency of existing recycling facilities
4. Recycling of fluids generated and captured from other areas at DIA (e.g., concourses, hangars, general aviation, cargo ramp)

The Operator may have the option to provide the following services; however, only with prior written approval from DIA, which will only be provided if and when the activity is authorized by an appropriate discharge permit(s) secured by the Operator, as applicable:

1. Blend ADF for supply to other locations (e.g., other airports)
2. Recycle spent ADF generated at other locations (e.g., other airports)

The Operator shall provide a local full time Operations Manager whose sole responsibility is management of the work detailed in this scope of work. This manager shall have overall responsibility for management of the glycol facility.

As a condition of the Annual Management Fee specified in Exhibit B, the Operator shall maintain on site and in operational condition, providing for short-term downtime for maintenance and repairs, at a minimum, the following equipment: eight (8) mechanical vapor recompression units (i.e., MVRs or concentrators), one (1) glycol ground recovery vehicle (GRV), and one (1) reverse osmosis (RO) unit.

Additional information on the Scope of Services follows.

1.0 ADF Distribution System

The Operator must operate and maintain the ADF Distribution System. Equipment included in the ADF Distribution System is listed in Exhibit A, Attachment 1. All equipment included in this inventory must be kept in working order. Specifically, the Operator shall employ the expertise to maintain the ADF distribution system in working order with the ability to respond 24-hours a day, 7 days a week, 365 days a year.

The Operator shall maintain an accurate inventory record of on-site ADF supplies. Inventory reports shall be made available to the ADF Supplier, the City, and the airlines as needed to communicate ADF inventory status. The airlines and air carriers will determine the Supplier of the ADF and have the sole responsibility of ensuring an adequate supply of ADF is available. The Operator shall enter into an agreement with the selected Supplier for distribution of the supplier's fluid(s) to the users (e.g., self-deicing airlines, air carriers, or contracted deicing companies). The agreement shall be subject to approval by the City.

The Operator must distribute Type I ADF to the following locations as requested by the users:

- Deice pad A: The Type I ADF supply line originating at the glycol facility to the 20,000-gallon aboveground storage tank inside the Concourse A Icehouse that subsequently feeds two (2) bottom load truck fill stations outside the Icehouse
- Deice pad J: The six (6) bottom load truck fill stations via the Type I ADF supply line originating at the glycol facility
- Deice pad D: The 20,000-gallon aboveground storage tank with two (2) bottom load truck fill stations
- Deice pad WA: The four (4) bottom load truck fill stations via the Type I ADF supply line originating at the glycol facility
- Note: This does not include any tenant-owned tanks

Type IV ADF must be distributed to the following locations as requested by the users:

- Deice pad A: The two (2) 20,000-gallon aboveground storage tanks with one (1) bottom load truck fill station
- Deice pad J: The 20,000-gallon aboveground storage tank with one (1) bottom load truck fill station
- Deice pad D: The 20,000-gallon aboveground storage tank with one (1) bottom load truck fill station
- Deice pad WA: The 10,000-gallon aboveground storage tank with one (1) bottom load truck fill station

It is expected that airlines and air carriers at DIA will use ADF stored and distributed via the airport's ADF distribution system. However, air carriers will maintain the option of storing and distributing ADF for their own use, or for any air carrier that it ground handles, at the City's discretion. This Scope of Services does not include any such tenant-owned and/or operated ADF storage tanks.

The Operator must meter and record the quantities of ADF delivered to each of the users via the ADF distribution system. The Operator must also meter and record quantities received and stored on site via the ADF distribution system. At a minimum, this information shall be provided to the City and the ADF supplier on a monthly basis.

There shall be an option for ADF to be blended on site. The City, in consultation with the airlines and the Operator, will determine if blending of ADF will occur on site prior to the start of each deicing year. The Operator shall operate and maintain City-owned ADF blending and storage facilities. Upon selection of the Supplier, the Supplier may choose to have the Operator blend ADF using these facilities. Such services shall be at the cost of the Supplier, and shall be included in the agreement between the Operator and the Supplier. The Operator shall maintain adequate records to ensure segregation of costs incurred and paid by the Supplier, and costs incurred under the Operator's Agreement with the City.

Blending and storage facilities located at the glycol facility may only be used for ADF to be used at DIA, and cannot be used to blend fluids for use at other airports or other markets without prior approval of the City. In the event that blending services are not to be performed for the deicing year, the City may authorize the Operator to utilize the blending facilities for other uses associated with the distribution of ADF and/or recycling of spent ADF.

Costs for the purchase of ADF will be paid directly by the ADF users to the ADF Supplier. Costs for the distribution will be paid under this Agreement; however, no separate costs shall be paid for distribution of the ADF to the users. These costs shall be offset by the revenue generated from the sale of recycled product.

2.0 Deicing Services

This agreement does not include the performance of deicing services. The scope of operating the ADF distribution system is limited to providing ADF as needed to the airlines, air carriers, and contracted deicing companies at the deicing pads.

3.0 Spent ADF Collection

The Operator shall have the exclusive right to harvest spent ADF at DIA for the purpose of recycling, resale, or other reclamation. Generally, this fluid will be stored in tanks A through E at the glycol facility and the spent ADF tanks associated with deice pads D and WA. However, the spent ADF may also be stored in other tanks located at the glycol facility, Pond 003A, or other storage vessels provided by the Operator. Ownership of the Spent ADF shall be transferred to the Operator at such time as the fluid is stored in any of these containment vessels. In addition, the Operator may have the option of collecting spent ADF from Pond 003A, or from any of the City's retention ponds. Collection from each of these areas is described below.

The Operator shall be responsible for the operation of the valves on the deice pads that control runoff from the pads, with the exception of the DS RON ramp areas. All valve operations must be documented and be conducted in coordination with the City. At any time such a valve closure will take place, the Operator is required to notify the City in advance of the closure, and indicate the time and date the closure will take place. Records of all valve positions shall be maintained and provided to the City on a monthly basis.

3.1 DS RON Ramps

DS RON East and DS RON West ramp areas are primarily used for aircraft parking. However, deicing can be performed at these ramps. To date, deicing has only been permitted on DS RON West. Deicing on DS RON East is not anticipated at this time. The normal or default mode for runoff from the DS RON ramps shall be to the clean stormwater system. This means that one 30-inch gate in each of the diversion structures downstream of the DS RON ramps must be open to allow water to flow to the clean stormwater system, via an oil/water separator, and the other 30-inch gate in the diversion structures must be closed to prevent runoff from flowing to Pond 001 (East) or Pond 002 (West).

In the event that deicing will occur at either of the DS RON ramps, the DIA Operations Division will notify the DIA Environmental Services Section and the Operator in advance of deicing commencing. The DIA Environmental Services Section is then responsible for closing the 30" gate leading to the clean stormwater system, and opening the 30" gate leading to appropriate pond. The airline, air carrier, or deicing Operator (the deicing party) shall be responsible for monitoring the glycol concentration in the runoff from the ramp. If the glycol concentration in the runoff exceeds one percent, the deicing party shall close the 30-inch gate leading to the pond and collect the runoff in the valve vault. The deicing party is responsible for transferring any and all collected fluid to the glycol recycling facility by whatever means necessary, and for coordinating the transfer with the Operator. Typically, the 30-inch gate leading to the clean stormwater system remains closed for the entirety of the deicing season, and the 30-inch gate leading to the appropriate pond is operated by the deicing party in response to the glycol concentration in the ramp runoff. The DIA Environmental Services Section is solely responsible for operating the 30-inch gate leading to the clean stormwater system.

3.2 Pads A, B, C, J, and WA

In the event that deicing is to occur at any of the west deice pads (A, B, C, J, and WA), the DIA Operations Division will notify the Operator in advance of deicing commencing.

The Operator shall operate the valves at the west deice pads in "winter mode" from October 1 – April 30 of each deicing year, at a minimum. This means that the default position for the valves shall be to remain open so runoff flows to either the spent ADF storage tanks (A through E) located at the glycol facility, the WA storage tank, to Pond 003A, or to other storage in the vicinity of the glycol facility provided by the Operator. In the event that tank storage volumes and Pond 003A are nearing capacity, the Operator must provide temporary storage. The Operator must take possession of all stormwater runoff contaminated with ADF generated from the deicing pads during winter mode, with this exception:

At any time deicing activities are occurring on the west deice pads, the Operator shall monitor the runoff flowing from the deice pads. If results indicate the runoff concentration is less than one percent glycol, the Operator shall have the option of closing the valves associated with the deice pads, which causes the runoff to flow to Pond 002 (A, B, C, and J pads) or to Pond 009 (WA pad). Due to the infrastructure configuration, the Operator will likely have to collect samples from each of the three down-comers conveying runoff from 1) Pad A, 2) Pad B, and 3) Pads C and J, and from the high and low concentration pipes conveying runoff from WA pad. These

samples shall be analyzed and compared individually to the one percent threshold. If the concentration is less than one percent glycol, the City will grant the option to route flows to Pond 002 and/or Pond 009 as long as there is adequate storage capacity in the pond(s) to receive the runoff. If there is not adequate capacity in either or both ponds to receive the runoff, the City and the Operator will jointly decide where to route the flows, and the costs of any temporary storage will be paid by the City. The type of analysis to be used by the Operator for determination of the concentration of glycol in the runoff shall be proposed by the Operator and must be approved in advance by the City.

From May 1 – September 30, the valves at the pads can be operated in “summer mode.” This means that the Operator may have the option of closing the valves at the pads causing runoff to flow to Pond 002 and/or Pond 009. However, in the event that the pads are used for deicing during this timeframe, the valves must be opened causing runoff to flow to the glycol facility (tanks or Pond 003A). The valves shall remain open to the glycol facility during the deicing event, and until stormwater flows associated with the event have subsided. In the event that tank storage volumes and Pond 003A are nearing capacity, the Operator must provide temporary storage. The Operator must take possession of all stormwater runoff contaminated with ADF generated from the deicing pads during the deicing event while in summer mode, with the glycol concentration exception noted above. For example, in the case that the precipitation associated with the deicing event transitions from snow to rain, and deicing on the pads ceases, the Operator may utilize the option described above to demonstrate that the runoff associated with the event is less than one percent glycol to allow closure of the valves associated with the deicing pads.

Operational experience has shown that from April 15 – May 31 and September 1 – September 30, precipitation received can vary between rain and snow. It is likely that valve positions may need to oscillate during this period based on use of the deicing pads. Deicing does not typically occur between June 1 and August 31 at the deicing pads, but it is possible, particularly for MD-80 aircraft.

3.3 Pad D

Because the South Cargo air carriers are permitted to deice on the ramp, with the subsequent runoff flowing to Pond 005, deice pad D is not frequently used. As such, the normal mode for the valve on D pad will be in the closed position, which causes runoff from the pad to flow to the clean stormwater system. In the event that deicing is to occur at the D pad, the DIA Operations Division will notify the Operator in advance of deicing commencing. The Operator is responsible for operating the valve in advance of the deicing event to cause runoff from the pad to flow into the D tank. The valve shall remain open to the tank during the deicing event, and until stormwater flows associated with the event have subsided. The valve must also remain open to the tank until another storm occurs that results in at least 0.1 inch of precipitation during a 24-hour period, to allow the “first-flush” of residual ADF to flow into the tank. As long as deicing did not occur during the storm that generated the first flush, the Operator may then close the valve to the tank once 0.1 inch of precipitation has been received, and cause runoff from the pad to flow to the clean stormwater system. The Operator shall document and report all valve modulations for deice pad D to the DIA Environmental Services Section at the time the valve changes occur.

If at any time the spent ADF in the D pad tank is at a concentration less than one percent glycol, ownership of the fluid may revert back to the City. The City would then have the option of discharging the fluid to the 18" discharge line that leads to Lift Station 1 and the Metro District for treatment. The Operator is required to notify the City in advance of their intent to reject ownership of the fluid in D pad tank. The City will notify the Operator when the discharge is complete.

3.4 Pad EE

Because use of the EE pad for deicing has historically been very infrequent, the normal mode for runoff from the EE pad will be to the clean stormwater system. This means that one 24-inch gate in the diversion structure must be open to allow water to flow to the clean stormwater system, and the other 24-inch gate in the diversion structure must be closed to prevent runoff from flowing to Pond 001.

In the event that deicing is to occur at the EE pad, the DIA Operations Division will notify the Operator in advance of deicing commencing. The Operator is responsible for closing the 24-inch gate leading to the clean stormwater system, and opening the 24-inch gate leading to Pond 001. The Operator must then collect all runoff from EE pad with a concentration greater than one percent glycol. Runoff from the pad with a concentration less than one percent glycol can be allowed to flow to Pond 001. The valve leading to Pond 001 will remain open only to protect from overflow of the diversion structure and an unauthorized release of spent ADF to the clean stormwater system. The Operator shall continue to monitor and collect (when the one percent threshold is met) runoff from the pad during the deicing event. To allow the "first-flush" of residual ADF from the system, flows shall remain routed to Pond 001 until another storm occurs that results in at least 0.1 inch of precipitation during a 24-hour period. Once this first flush occurs, during a storm event where deicing does not occur on the EE pad, the Operator will be required to close the 24-inch gate leading to Pond 001, and open the 24-inch gate leading to the clean stormwater system. The Operator shall document and report all valve modulations for deice pad EE to the DIA Environmental Services Section at the time the valve changes occur.

3.5 Pond 003A

Pond 003A was constructed as storage for spent ADF from Concourse B during full deicing. Currently, full deicing is not allowed at Concourse B or any other concourse at DIA. Pond 003A is therefore available to the Operator to store spent ADF generated from any location at DIA. The City reserves the right to change the availability status of Pond 003A as necessary. The Operator will be notified prior to any change of status for Pond 003A.

3.6 Other Collection Methods

The Operator may elect to use other collection methods, at their cost, to enhance the recovery of spent ADF. These methods may include, but are not limited to, the use of GRVs and storm drain plugs to allow fluids to be pumped to a truck. The City must initially approve the use of these or any other alternate collection methods in advance. Execution of these methods must not interfere with the operation of the airport, particularly during deicing events.

The City may require air carriers to employ some of these alternate collection methods for certain deicing scenarios (e.g., for summer deicing when runoff is routed to the clean stormwater system.) These deicing collection services can be performed by the air carriers themselves, by the Operator under separate contract with the air carrier, or by a Third Party under contract with the air carrier. The Operator will have the right to harvest the spent ADF collected under these conditions.

3.7 Other Ponds

The Operator has the right to harvest spent ADF from any of the storage ponds owned and operated by the City (Ponds 001, 002, 004, 005, or 009). The City will make analytical data regarding concentrations in the ponds available to the Operator upon request. This data is likely to be in the form of chemical oxygen demand (COD) analysis. The Operator may elect to collect their own samples from the ponds for analysis at any time, and access to the ponds will be provided by the City. The Operator must notify the City of their desire to harvest spent ADF from the ponds. The City will then coordinate with the Operator regarding the transfer of the spent ADF. The transfer of fluids to the recycling facility should take place as soon as possible, as the Ponds are not to be used for recycling storage. If fluids remain in the ponds due to lack of adequate storage at the recycling facility, the City retains the option of discharging these fluids to a wastewater treatment plant to provide additional storage capacity for future storm events.

Fluids in Ponds 001, 002, and 009 can be pumped directly to Pond 003A at the recycling facility via pipeline, and from Pond 003A the fluids can be transferred into one of the spent ADF storage tanks. Fluids from Ponds 004 or 005 can only be transferred to the recycling facility by truck. Any costs related to trucking fluids to the recycling facility will be paid by the Operator.

4.0 Recycling Spent ADF

Information on recycling requirements follows in the sections below.

4.1 Recycling Requirements and Limitations

The Operator shall recycle, resell, or otherwise reclaim spent ADF harvested from DIA. The Operator has the option of using the existing glycol facility, including all the equipment and supplies associated with that facility as detailed in Exhibit A, Attachment 1. However, the Operator also has the option of using other equipment and facilities to recycle or reclaim the spent ADF.

Recycling equipment located at the glycol facility may only be used for spent ADF generated at DIA, and cannot be used to recycle spent ADF generated at other airports unless approved in advance by the City. Currently, DIA's Contribution Permit with the Metro Wastewater Reclamation District (Metro or Metro District) only authorizes the discharge of stormwater contaminated with ADF generated at DIA. If it is in the interest of the Airport to allow fluids generated at other airports to be recycled at DIA and the effluent from this process discharged to Metro, DIA would be willing to assist the Operator in attempting to obtain approval from Metro for this discharge. This type of discharge may be regulated by the Central Waste Treatment Regulations which would impose stringent monitoring and reporting requirements on the Operator. This would

also trigger the need for the Operator to obtain a discharge permit directly from Metro, and discharge the process effluent directly into the City and County of Denver's sanitary sewer system instead of discharging to Pond 009 as described in Section 5 below.

In the event that approval is granted to recycle fluids from other sources, including other airports, this activity cannot inhibit the ability of the Operator to recycle or reclaim fluids generated at DIA. At a minimum, the Operator must ensure that adequate storage and processing capacity exists to handle all spent ADF generated from full deicing activities at DIA.

4.2 Facility Enhancements

If the Operator desires to use additional equipment to enhance the recycling process, the City's preference is for the Operator to provide temporary equipment; owned, operated and maintained by the Operator, and that which remains the property of the Operator.

Any construction cost associated with additional equipment shall be paid for by the Operator. Electrical, potable water and natural gas services are located at the facility. Costs for connections to these utilities shall be paid by the Operator. Construction must conform to the requirements of the DIA Tenant Development Guidelines and FAA criteria (including approval of the Form 7460).

In the event that new equipment would need to be permanent in nature (e.g., additional permanent tanks at the recycling facility), the Operator has the option of requesting capital infrastructure to be purchased by the City. Such requests should be made by January 1st of each year, and must include a description of the project, expected costs, and benefits. The City may then elect to incorporate the request into its evaluation of projects for the Capital Improvement Program (CIP). The CIP is typically developed in the spring of each year, and preliminary funding decisions are made by summer for the following year. Many projects that are not funded are retained for further evaluation in future years.

4.3 As-Built Drawings and Operating Manuals

The Operator shall provide updated versions of as-built drawings for the facility and the Glycol Distillation Unit Start-Up and Operating Manual for any system improvements implemented by the Operator. This shall include quality control standards and the methods and procedures used in performing the maintenance and services on equipment necessary for proper operation of the glycol facility. Any permanent modifications to the facility must be approved in advance by the City, and shall be noted on a revised set of as-built drawings to be provided to the City.

5.0 Discharge of Process Effluent

It is expected that under the term of this contract effluent from the recycling process will be discharged to DIA Pond 009. However, the Operator has the option of obtaining their own permit from the Metro District for discharge of process effluent. In this event, the Operator would need to discharge their effluent directly into the City and County of Denver's sanitary sewer system.

It may also be possible for the Operator to obtain a permit from the Colorado Department of Public Health and Environment (CDPHE) to discharge process effluent to surface water. Currently, the City's stormwater permit for industrial activity does not contain provisions for such a discharge from the recycling facility. Unless the Operator obtains the appropriate permit from CDPHE, the City will not approve the discharge of process effluent directly to surface water because of its potential to impact monitoring parameters at the monitoring points contained in the City's stormwater permit.

Stormwater contaminated with spent ADF and process effluent from recycling at DIA may be discharged into Pond 009 under the following terms and conditions. This agreement does not authorize the discharge of any other liquid waste streams including, but not limited to, back-flush water from system cleaning, or any solid waste. Solid waste byproducts of the recycling process shall be legally disposed of at the Denver Arapahoe Disposal Site (DADS) by the Operator at their cost. The Operator may also have the option of discharging stormwater contaminated with ADF or process effluent from recycling at DIA off site at their cost; however, the method of disposal must be reported to the City.

5.1 Description of Outfalls

The Operator may discharge at the following locations:

- A. The 4-inch line discharging from the main plant into the 18-inch line that leads to Pond 009
- B. The 6-inch line discharging from the pre-concentrator into the 18-inch line that leads to Pond 009
- C. A new line of undetermined size that would be constructed to convey wastes from pretreatment, if installed, and would connect to the 18-inch line that leads to Pond 009

5.2 Description of Monitoring Points

- 003B The discharge lines that congregate at the floor drain in the main plant
- 003C Sample port on the 6-inch discharge line at the pre-concentrator
- 003D An undetermined site that would be associated with pretreatment or other recycling technologies, if installed

5.3 Monitoring Facilities

The Operator shall allow representatives of the City or the Metro District to independently utilize the facilities to collect samples or take measurements or readings at Monitoring Points 003B, 003C, or 003D. The Operator shall also provide these representatives with any assistance and technical information related to the operation of the facilities.

5.4 Effluent Limitations

The discharge is required to conform to the Metro District's *Rules and Regulations* and the City and County of Denver Public Works' *Rules and Regulations Governing Sewerage Charges and Fees and Management of Wastewater*.

The discharge must comply with the following effluent limitations:

Daily Load	Biological Oxygen Demand (BOD)	0.5 tons/day, maximum
Concentration	Chemical Oxygen Demand (COD)	2,500 mg/L, instantaneous maximum
Daily Flow Volume	Million gallons per day (MGD)	0.288 MGD, maximum

Compliance with these limitations shall be determined by the analysis of grab samples collected at Monitoring Points 003B, 003C, and 003D a minimum of every four hours while discharge is occurring. In the event that discharge occurs for a period less than four hours, at least one set of samples must be collected. Analyses shall be for COD with results converted to BOD, as described below. Hach Method 8000 shall be used for COD analysis.

$$\text{BOD (mg/L)} = \text{COD (mg/L)} \times 0.61$$

BOD (mg/L) is then converted to BOD (lbs) using the following equation:

$$\text{BOD, pounds} = 0.00000834 \times C \times F$$

Where: C = BOD concentration, in mg/L, determined on a sample collected within the four-hour period.

F = Flow, in gallons, during the four-hour period (based on meter reading at each of the monitoring points)

The above equations have been derived based upon experimentally-determined factors derived by the Metro District relating COD and BOD. In the event that these equations are modified by the Metro District, the Operator will be notified of such a change, and new equations will apply to this contract.

The total contribution of BOD during a 24-hour period shall be the sum of the contributions through the three monitoring points.

Samples collected shall be representative of the discharge during normal operating conditions. The City may also elect to collect split samples at the monitoring locations for verification of accuracy.

5.5 Requirements for Cessation of Discharge

Upon the onset of any condition including, but not limited to, mechanical or electrical failure, unavailability of laboratory analysis, or system malfunctioning that would prevent the Operator from having adequate control over the discharge, the Operator shall immediately halt all discharges to DIA. Such discharges may resume at such time as the conditions that led to the cessation of discharge are no longer in effect.

The Operator shall also halt or reduce the rate of discharge to the DIA ponds immediately upon notification to do so. Such notification will be made only if it appears, based on best professional judgment, that the discharge is causing or threatening to cause operational problems with the DIA spent ADF management system, or could

cause or contribute to cause to a violation of DIA's discharge permit with the Metro District or DIA's industrial stormwater discharge permit.

5.6 Notifications and Reporting

A weekly status report notification shall be made for every week where discharge will occur. The notification shall be submitted to the DIA Industrial Waste Manager. Any changes to the notification procedures will be provided to the Operator in writing. Notification shall include reporting for discharges that occurred in the prior week, and projections for BOD tonnage, average discharge rate, and average COD level for the upcoming week.

Special notifications shall include actual start-up and shut-down times for the discharges. Start-up notifications should be made preferably between 2 and 24 hours in advance of the event, and shall include flow and BOD load projections. Shut-down notification shall be made immediately before shutdown. Immediate notification shall be made if there is any breakdown of the monitoring system, including the flow meter, COD apparatus, etc., a missing sample, or in event of an effluent limit violation.

A discharge summary monthly report shall be submitted to the DIA Industrial Waste Manager on or before the 10th day of the month following the reporting period. This report may also be provided as part of the overall facility monthly report described in Section 6.5 below. Each report must include the following information:

- a) The analytical results of all sampling of the discharge
- b) Date, time, and monitoring location of all sampling activities
- c) The measured daily flow volume of all wastewater discharged
- d) A log indicating the actual four-hour flow rate discharged
- e) Calculations of the BOD mass in the discharge

All reports or information submitted for requirements of this agreement must be signed and certified by the Operator's full time project manager responsible for the facility.

The Operator shall notify DIA in advance of any significant changes to the recycling operations, or any substantial changes in the volume or character of pollutants in its discharge of effluent to DIA's systems. In the event of an unavoidable bypass of the recycling facilities, the Operator shall notify DIA immediately.

The Operator shall provide adequate physical structures and operational procedures to prevent accidental discharge of toxic or hazardous materials, or excessive quantities of ADF from entering any DIA system. In the event of accidental or unusual discharge, the Operator shall notify DIA immediately. The Operator shall also provide the following in writing:

- a) Location or source of discharge
- b) Date, time and duration of discharge
- c) Type, concentration, and volume of discharge
- d) Cause of discharge
- e) Steps taken to prevent reoccurrence of discharge

5.7 Cost of Discharge

The Operator shall reimburse the City for disposal costs associated with the discharge of process effluent at rates equivalent to the rates paid by the City to Denver Wastewater for disposal. The City shall notify the Operator of the current rates at the time this agreement is executed. In the event that these rates change, the City will provide notice of the said rate changes as soon as this information becomes available to DIA. Future rate changes shall not be cause to renegotiate the prices to be paid to DIA for recycling under this agreement.

6.0 Recordkeeping and Reporting

The following certification statement must be included on all records reported to the City:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

Signature

Date

The Operator shall maintain records of the following information, at a minimum:

6.1 ADF Distribution

- Materials Received (quantity and date) and stored on site
- Material Blending (quantity and date) and stored on site
- Distribution: Type I ADF usage as metered (quantity, date, and user)
- Distribution: Type IV ADF usage as metered (quantity, date, and user)

6.2 ADF Collection

- Notifications received from Airport Operations regarding aircraft deicing
- Valve positions at all times during the year (date and time changed), for valves the Operator is responsible for operating.
- Volumes of fluid received from any area of the airport. Tank level measurements should be collected following each precipitation event.
- Glycol concentrations of fluids received from any area of the airport. The method and frequency for collection of samples shall be proposed by the Operator for review and approval by the City.
- Notifications made to the City

6.3 Recycling

Records of the amounts of fluids recycled in the main plant, pre-concentrator, and any other process utilized shall be maintained on a daily basis to include:

- Quantities of materials recycled
- Influent/effluent and product concentrations
- Special operations procedures such as recirculation, transfers, etc.
- Maintenance records for facilities owned by the City

6.4 Discharge

As described in the notifications and reporting Section 5.6 above:

The City reserves the right to request additional recordkeeping as required to evaluate the operational efficiency and capacity of the recycling facility.

6.5 Monthly Report

The Operator shall provide a monthly report to the City Contract Manager for this agreement containing the recordkeeping information described in this section. If necessary, information shall be provided more frequently to ensure the proper operation of the spent ADF management system at DIA (e.g., valve positions during winter months). A sample monthly report shall be provided in advance of the first submittal for review and approval by the City Contract Manager. The report shall be due by the 10th day of the month following the reporting period.

6.6 Annual Report

At the end of the deicing season, an annual report shall be provided to the City Contract Manager for this agreement summarizing the reporting information for the deicing year. The report shall be due by July 15 of each year. A sample annual report shall be provided in advance of the first submittal for review and approval by the City Contract Manager.

7.0 Additional Services

The City may elect to have the Operator provide additional services under this Contract. Any additional services may be negotiated on a time and materials basis.

AIRCRAFT DEICING SYSTEM (Reimbursable)
Glycol Distribution Inventory

Line Item	Description		Model Number	Serial Number	Quantity
DTRB 1	Tank Storage - Main Plant Type I	Tank 1 -10	9123/1993	T-1 through T-10	10
	12' x 25' Eaton 1993				
DTRB 2	Tank Storage - Type IV	Tank 16	Cargo	19434	1
	12' x 24' Palmer 1990	Tank 17	J Pad	19435	1
DTRB 3	Tank Storage - Cargo Type I	Tank 18		JOB 00-0501	1
	10' x 34' ACI 1993				
DTRB 4	Pumps - tank farm loadout, west side	P11	ISO	1439911	1
	731P ITT-AC Fixed	P12	ISO	1429911	1
DTRB 5	Pumps - Type I Supply Line	DP1	ISO	139-99-1	1
	3x1.5x11 ITT Fixed	DP2	ISO	139-99-2	1
		DP3	ISO	139-99-3	1
		DP4	ISO	139-99-4	1
DTRB 6	Pumps - Cargo Type I	CAR-1	GXS21/2A	280598N	1
	1/2 A Blackmer Fixed	CAR-2	GXS21/2A	335043R	1
DTRB 7	Motors - Cargo Type I Pumps	CAR-1	EM3710T	F1093	1
	Baldor Super-E	CAR-2	EM3710T		1
DTRB 8	Motors - Type I Supply Line Pumps	DP1	EM2549T	993C-07	1
	75 hp Baldor	DP2	EM2549T	993C-08	1
		DP3	EM2549T	993C-09	1
		DP4	EM2549T	993C-1080	1

AIRCRAFT DEICING SYSTEM (Reimbursable)
Glycol Distribution Inventory

Line Item	Description		Model	Serial	Quantity
			Number	Number	
DTRB 9	Motors - tank farm loadout, west side	P11	EM4110T	693C587	1
	40 hp Baldor Fixed	P12	EM4110T	693C588	1
DTRB 10	Meters - J Pad loading stations 6 - 11	STA #6	0501CC184B1A	9309-34197-4-2	1
	Type I	STA #7	0501CC184B1A	9309-34197-4-3	1
	2" Brooks Petro-Count Fixed	STA #8	0501CC184B1A	9309-34197-4-4	1
		STA #9	0501CC184B1A	9309-34197-4-7	1
		STA #10	0501CC184B1A	9309-34197-4-5	1
		STA #11	0501CC184B1A	9309-34197-1-4	1
DTRB 10a	Meter - Tank Farm Load Station P11	STA #1	0501CC184B1A	9311-34197-4-1	1
	northwest corner				
DTRB 11	Meter - Concourse A Icehouse Type I	STA #2	0501CC1B1A2A	TS14779-1-1	1
	3" Brooks Petro-Count Fixed				
DTRB 12	Meters - Cargo Type I	STA #4	0501CC184B1A	253524	1
	3" Brooks Petro-Count Fixed	STA #5	0501CC184B1A	314297	1
DTRB 13	Meter - Tank Farm Load Station	SW corner	M400-87200	KW 2519	1
	3" Schlumberger Fixed (for loadout of fluid supplier's material)				
DTRB 14	Meters - Type IV	Cargo STA #17	M7-41800-1	247485	1
	3" L.C.M. Fixed	J Pad STA #16	M7-41800-1	247483	1
DTRB 15	Pipe/Flanges Stainless			Total Feet	150
	Steel - 3" Sch 105				
DTRB 16	Pipe/Flanges Stainless			Total Feet	12

AIRCRAFT DEICING SYSTEM (Reimbursable)
Glycol Distribution Inventory

Line Item	Description		Model Number	Serial Number	Quantity
	Steel - 4" Sch 105				
DTRB 19	Safety Switch Canned		GE		7
DTRB 20	Power Panel EL1		GE	AF31SN	4
DTRB 21	Transformer		GE	9T23B3871	1
DTRB 22	Valve Block/Bleed - 4"		A.O. Smith		7
DTRB 23	Valve Control - 4"		Brooks		10
DTRB 24	Valve Control - 8"		Watts		4
DTRB 25	Valve Butterfly 4"		Keystone		12
DTRB 26	Valve Butterfly / W ACT - 4"		Keystone		18
DTRB 27	Flex Joint 3" x 12"				1
DTRB 28	Flex Joint 4" x 12"				3
DTRB 29	Flex Joint 8" x 12"				8
DTRB 30	Backflow Prevention Manifold		Watts		2
DTRB 31	Sight Glass 3" Manifold	J Pad/Cargo	Chemflow		9
DTRB 32	Hose 120 PSI / 8' Long - each	at loading	GOODALL		8

AIRCRAFT DEICING SYSTEM (Reimbursable)
Glycol Distribution Inventory

Line Item	Description		Model Number	Serial Number	Quantity
	2" with TYPE 1 Dry Lock	stations			
DTRB 33	Hose 120 PSI / 12' Long - each	at loading	GOODALL		3
	2" with TYPE IV Dry Lock	stations			
DTRB 34	Hose 120 PSI / 24' Long - each	at loading	GOODALL		1
	2" with TYPE IV Dry Lock	stations			
DTRB 35	Hose 120 PSI / 9' Long - each	at loading	GOODALL		2
	2" with Camlock Fitting	stations			
DTRB 36	Hose 120 PSI / 12' Long - each	at loading	GOODALL		3
	2" with Camlock Fitting	stations			
DTRB 37	Swivel Compound - 3"	J Pad/Cargo Load Stations			8
DTRB 38	Swivel Compound - 4"	West side tank farm			4
DTRB 40	Ticket Box	J Pad			6
DTRB 41	OPEN				
DTRB 42	Black Pipe - 8"			Total Feet	7000
DTRB 43	Black Pipe - 4"			Total Feet	1200
DTRB 44	Black Pipe - 6"			Total Feet	4000
DTRB 45	Load Station Heaters - Hoff	J Pad	900W115V	DAH8001B	2

AIRCRAFT DEICING SYSTEM (Reimbursable)
Glycol Distribution Inventory

Line Item	Description		Model	Serial	Quantity
			Number	Number	
	for Type I boxes	J Pad	100W115V	DAH1001A	2
DTRB 46	OPEN				
DTRB 47	Cathodic Protection System	Main Plant	J1008HPL	AA-922720	1
	Tank A				
DTRB 48	Cathodic Protection System	Main Plant	CAYSA 24-8	C-93637	1
	Tank B				
DTRB 49	Cathodic Protection System	Main Plant	J1008HPL	AA-922769	1
	Tank C				
DTRB 50	Cathodic Protection System	Main Plant	J1210HPL	AC-613765	1
	Tank D				
DTRB 51	Cathodic Protection System	Main Plant	J1008HPL	AW-329507	1
	Tank E				
DTRB 52	Cathodic Protection System	Main Plant	J1210HPL	AA-755979	1
	30 X 30 Tank				
DTRB 53	Cathodic Protection System	Cargo	CAYSA 24-08FOR	C-93743	1
	Tank F				
DTRB 54	Contacts for Distribution Pumps		GMC size 4	55-153678G002	4
DTRB 58	Type IV Pump - Hardi	Cargo	462/10	97-00552	1
		J Pad	462/10	not accessible	1

AIRCRAFT DEICING SYSTEM (Reimbursable)
Glycol Distribution Inventory

Line Item	Description		Model	Serial	Quantity
			Number	Number	
DTRB 59	Type IV Pump Motor - 3 hp Lessen	Cargo	C182T17FC1E	not accessible	1
	Type IV Pump Motor - 3 hp Dayton	J Pad	4LX33	not accessible	1

AIRCRAFT DEICING SYSTEM (Reimbursable)
United Mixing Tank Inventory

Line Item	Description	Model	Serial	Quantity	
		Number	Number		
UMT 1	Tank Dilute	UAL	Eaton	9191	1
	10' 6" x 15' Eaton	Tank			
UMT 2	Pump - UAL Tank	P5	ISO	14099-11-1	1
	4x3x11 ITT - AC Fixed	P6	ISO	14099-11-2	1
UMT 3	Pump - UAL Tank	P7	ISO	141-9911-1	1
	4x3x8.5 ITT-AC Fixed	P8	ISO	141-9911-2	1
		P9	ISO	141-9911-3	1
UMT 4	Motor Pump - UAL Tank	P5	EM2546T	993C-1102	1
	30 HP Baldor Fixed	P6	EM2546T	993C-1098	1
UMT 5	Motor Pump - UAL Tank	P7	EM2546T	493C-355	1
	Baldor Super-E	P8	EM2546T	493C-354	1
		P9	EM2546T	693C-920	1
UMT 6	Valve Control Shut Off / Check 6"		FIG 113		3
			Watts 113-32R		
UMT 7	Valve Flow Control 4"		FIG 115	FCV416	2
	(Discharge valve after pump)		Watts	FCV419	
UMT 8	Valve Flow control 6"		FIG 115	FCV417	2
	(city water line)		Watts	FCV418	
UMT 9	Valve Butterfly Shut Off	Main Plant - Bldg A			
	4"		Keystone		8

AIRCRAFT DEICING SYSTEM (Reimbursable)
United Mixing Tank Inventory

Line Item	Description	Model	Serial	Quantity
		Number	Number	
	6"	Keystone		10
	8"	Keystone		1
	10"	Keystone		3
	12"	Keystone		1
UMT 10	Ball Valve - Shut Off	Main Plant - Bldg A		
	1"	Apollo		3
	3"	Apollo		1
UMT 11	Black Pipe	Main Plant - Bldg A	Total Feet	1800

AIRCRAFT DEICING SYSTEM (Reimbursable)
Glycol Distillation System Inventory

Line Item	Description	Model Number	Serial Number	Quantity	
DIST 1	Pump - Size 4x3x13	P609	Peerless	079055A	1
	Fixed on skid B east side	P610	8196MTX	079055B	1
DIST 2	Pump - Size 1x1.5x6				
	Peerless - Fixed	P601	8196ST (skid A)	078591A	1
	Haight Gear Pump	P605	10U (skid B bottom)	1020295	1
	Peerless - Fixed	P603	8196ST (skid A)	XP077890	1
	Peerless - Fixed	P604	8196ST (skid A)	078486A	1
	Gould - Fixed	P607	3196STX (skid A)	number worn off	1
	Gould - Fixed	P608	3196STX (skid A)	734F558W3	1
	Haight Gear - 204 recirc pump	P606	24U (skid B)	1122604	1
	Peerless - Fixed	P602	8196ST (skid A)	XP077862-A	1
DIST 3	Pump - FP1 Feed Size 1x1.25x6		NPE		2
	Gould - Fixed (pretreat skid)				
DIST 4	Pump - Prefeed Bldg A east side	P13	371	147-99-11-1	1
	ITT A-C Fixed	P14	371	147-99-11-2	1
DIST 5	Motor Pump - HMO skid B	P609	M411ST	C1204031262	1
	50 hp Baldor - Fixed	P610	M411ST	12C51W274	1
DIST 6	Motor Pump - skid A	P601	R462	N10-R462-M	1
	2 hp US Electric - Fixed				
DIST 7	Motor Pump - skid A	P602	5KS145BCT105B	2264090010	1
	2 hp Baldor - Fixed skid A	P604	M3586T	F893	1
	1 hp Baldor - skid B 503 bottom	P605	CM3546	W1003240933	1

AIRCRAFT DEICING SYSTEM (Reimbursable)
Glycol Distillation System Inventory

Line Item	Description	Model	Serial	Quantity	
		Number	Number		
	1.5 hp Tt - 204 recirc	P606	BL3ALTF56C4BD1.5	no serial number on motor	1
DIST 8	Motor Pump - skid A	P603	5KE1455C105	2013850001	1
	2 hp GE - Fixed				
DIST 9	Motor Pump - skid A	P607	M3581T	F0901264608	1
	1 hp Baldor - Fixed	P608	M3581T	F0810073003	1
DIST 10	Motor Pump - pretreat skid	FP1	1313470103	no serial number on motor	1
	1 hp Franklin - Fixed	FP2	1313470103	no serial number on motor	1
DIST 11	Motor Pump - Distillation Prefeed	P13	EM 3587T	F1093 series #; no serial	1
	2 hp Baldor - Fixed	P14	EM 3587T	number on motors	1
DIST 12	Air Compressor - #1 Bldg A primary		QT-7.5	6019154	1
	MFG - Quincy - #2 secondary basement		QT-7.5	6018956	1
DIST 13	Tower 501 30" ID - 18' SS			501-503	1
	Tower 501 components:				
DIST 13.1	Packing on packing racks				12 cf
DIST 13.2	Reflux line				1
DIST 13.3	12" vapor port				1
DIST 13.4	Level controller		SOR		1
DIST 13.5	Sight glass gauge		Penbarthey		1
DIST 13.6	8" Inspection port				2
DIST 13.7	Vapor pad				1
DIST 13.8	Thermometer		Ashcroft		1
DIST 14	Tower 502 42" ID - 27' SS			502-503	1

AIRCRAFT DEICING SYSTEM (Reimbursable)
Glycol Distillation System Inventory

Line Item	Description	Model Number	Serial Number	Quantity
	Tower 502 components:			
DIST 14.1	Tray w/64 valves per	410 SS 14-20 Gage		10
DIST 14.2	4" equalization line			1
DIST 14.3	Weir downcomer			10
DIST 14.4	12" vapor line (1 ft is flexline)			1
DIST 14.5	Reflux line			1
DIST 14.6	12" Product line			1
DIST 14.7	3" nozzle ports			2
DIST 14.8	Vapor pad			1
DIST 14.9	Vapor hatch door			1
DIST 14.10	Manway door			1
DIST 15	Tower 503 24" OD - 11' SS		503-503	1
	Tower 503 components:			
DIST 15.1	Packing on packing racks			3 cf
DIST 15.2	2" draw line			1
DIST 15.3	2" level control line			
DIST 15.4	Sight glass gauge w/ valves	Penbarthey		1
DIST 15.5	Level controller with transmitter	SNR		1
DIST 15.6	Lever controller with transmitter	Rosemont		1
DIST 15.7	4" fill line			1
DIST 15.8	3" reflux port/inspection port			1
DIST 15.9	Vapor port			1
DIST 15.10	Temperature gauge	Ashcroft		2
DIST 16	Heat Exchanger 20" OD - 28 3/4'		201-206-503	1
DIST 17	Heat Exchanger 17.375" ID - 288 SS		202-503	1

AIRCRAFT DEICING SYSTEM (Reimbursable)
Glycol Distillation System Inventory

Line Item	Description	Model Number	Serial Number	Quantity
DIST 18	Heat Exchanger 39 - 366 SS		203-503	1
DIST 19	Heat Exchanger 17/34 SS		204-503	1
DIST 20	Heat Exchanger 19-20 SS		205-503	1
DIST 21	Heat Exchanger 19x288 BEU		201-206-503	1
DIST 22	Vessel 401 20' OD - 6" SS		401-503	1
DIST 23	Vessel 402 36" ID - 8' SS		402-503	1
DIST 24	Vessel 403 48" OD - 12' SS		403-503	1
DIST 25	Vacuum Pump - skid A C101	LEMB170	3443814	1
	SIHI - Fixed C102	LEMB170	3443711	1
DIST 26	Motor Vacuum Pump - skid A C101	LEMB170	F1295	1
	7.5 hp SIHI - Fixed C102	LEMB170	F995	1
DIST 27	Meter Distill - Flow Control (large shed)	202Di	128017	1
	2" Flow Signal Cont. - Fixed			
DIST 28	Meter Distill	202D	129053 (E side tank farm)	1
	1" Invalco - Fixed	202D	138031 (MVR Bldg output)	1
DIST 29	Meter Distill - NW corner tank farm	DS20051555U	163139	1
	2" Micro Motion - Fixed			

AIRCRAFT DEICING SYSTEM (Reimbursable)
Glycol Distillation System Inventory

Line Item	Description	Model Number	Serial Number	Quantity
DIST 30	Tank Storage A/B/C/D/E/F	4393-A/1993		1
	51' x 30' Advance	4393-B/1993		1
	(tank F at D pad; all others at main plant)	4393-C/1993		1
		6798-D/1998		1
		7700-E/2000		1
		4393-F/1993		1
DIST 31	Tank Storage Feed - Bldg A	111129	G6-2779 (east)	1
	8000 Gallon Raven		G6-2778 (west)	1
DIST 32	Tank Mixing - pretreat skid	63-30827		1
	3' 6" X 3' 8" Raven			
DIST 33	Tank Storage 12/13/14/15	9123/1993	T-12, T-13, T-14	3
	12' x 25' Eaton	8039/2001	T-15	1
DIST 34	Valve Tank A/B/C/D/E/F	FIG 212		12
	4" Butterfly Keystone			
DIST 35	Valve Tank A/B/C/D/E/F	FIG 212		12
	18" Butterfly Keystone			
DIST 36	Electric Actuator Motor	FIG 777		3
	1 PH AC Motor Kaystone			
DIST 37	Valve - Pump 13 / 14	Apollo	2"	6
DIST 38	Valve - Pressure Relief 1"	Farris	2EA10L-120	1

AIRCRAFT DEICING SYSTEM (Reimbursable)
Glycol Distillation System Inventory

Line Item	Description	Model Number	Serial Number	Quantity
DIST 39	Valve - Pressure Relief 1 1/2"	Farris	2741 U	1
DIST 40	Valve - Pressure Relief 2"	Farris	26JA10-120	4
DIST 41	Valve - Pressure Relief 3"	Farris	26KA10-120	1
DIST 56	Valve Control with Transducer 1"	Fisher - EZ		2
DIST 57	Valve Control without Transducer 1"	Fisher - EZ		1
DIST 58	Valve Control 1 1/2"	Fisher	2500-249	1
DIST 59	Valve Control - 2" with Transducer	Fisher - V 100		3
DIST 60	Valve Control - 2" with Transducer	Fisher - ED		1
DIST 61	Valve Control - 2" without Transducer	Fisher - ED		1
DIST 62	Valve Control - 2" without Transducer	Fisher - V 100		3
DIST 63	Valve Control with Transducer 3"	Fisher - V 100		2
DIST 64	Valve Control with Transducer 6"	Fisher - V 100		2
DIST 65	Valve Control with Transducer 8"	Fisher - V 100		2
DIST 66	Regulator Pilot 1/2"	Fisher	G67	1
DIST 68	Processor H701 - skid A	Allen Bradley	1747L511	1

AIRCRAFT DEICING SYSTEM (Reimbursable)
Glycol Distillation System Inventory

Line Item	Description	Model Number	Serial Number	Quantity
DIST 69	Expansion Rack - skid A	Allen Bradley	1746A7	1
DIST 70	Power Supply - skid A	Allen Bradley	1746P2	1
DIST 71	Input Module - skid A	Allen Bradley	17461A16	2
DIST 72	Output Module - skid A	Allen Bradley	1746W16	2
DIST 73	Processor - skid A	Allen Bradley	1758-L11B	1
DIST 74	Thermocouple Input Card - skid A	Allen Bradley	1771-IXE 8	1
DIST 75	Analog Input Card skid A	Allen Bradley	1771-IFE 8	1
DIST 76	Analog Output Card skid A	Allen Bradley	1771-OFE1 4PT	4
DIST 77	Input Card skid A	Allen Bradley	1771-IAD 16PT	2
DIST 78	Output Card skid A	Allen Bradley	1771-OW16 16PT	1
DIST 79	CV Interface 300 - skid A	Allen Bradley	6195-CV3	1
DIST 80	CV Interface Card skid A	Allen Bradley	1748 KT	1
DIST 81	Control View - skid A	Allen Bradley	1790-APW	1
DIST 82	Slot Rack - skid A	Allen Bradley	1771-A3B	1

AIRCRAFT DEICING SYSTEM (Reimbursable)
Glycol Distillation System Inventory

Line Item	Description	Model Number	Serial Number	Quantity
DIST 83	Power Supply - skid A	Allen Bradley	1771 P7	1
DIST 84	DIST 84Cable skid A	Allen Bradley	1771 CP2	1
DIST 85	DC Power Supply - skid A	Allen Bradley	MAP130-1034	2
DIST 86	Air Cooled Exchanger - Reflux condensor	Smithco F36-109-2	938198	1
DIST 87	Fan - Reflux condensor	Moore 40500		2
DIST 88a	Motor - Siemens/Allis	Tpye RGZZESD	NAB-38749	1
DIST 88b	Motor - Baldor	286T	S9010977-001-011FL	1
DIST 91	Vibration Switch - Murphy (Reflux Condensor fan motors)	VS - 2EX		2
DIST 92	Louvers - Reflux condensor base	Chittom Int.		6
DIST 93	Heaters 10,000,000 BTU - Broach	P503-03 TAGH-701	93028	1
DIST 94	Thermowell - Dressier (skids A & B)	Var. Lengths	304 SS	31
DIST 96	Thermocouple (skids A & B)	Dressier	503-33	8
DIST 97	Transmitter Pressure (skids A & B)	Rosemont	1151DP/HIDP	3

AIRCRAFT DEICING SYSTEM (Reimbursable)
Glycol Distillation System Inventory

Line Item	Description	Model Number	Serial Number	Quantity
DIST 98	Transmitter Temperature (skids A & B)	Rosemont	2088P	6
DIST 99	Transmitter Flow (skids A & B)	Rosemont	1151DP/HIDP	6
DIST 100	Motor Starter - GE	D-308		12
DIST 101	Motor Started Can - GE	TYPE 3R		14
DIST 102	Motor Starter - GE	D335		2
DIST 103	Mixer - small Raven tank on pretreat skid	ALSOP	33GD-PC	1
DIST 104	Air Dryer - Hankinson (Primary)	HPR 15 1PR15	H015A11500101052 0352-1T-9312-0486N	1 1
DIST 110	Pipe Black 8"		Total Feet	140
DIST 111	Pipe Black 12"		Total Feet	220
DIST 119	Filter Vessel - Sparkler (by 204 vessel)	18-S-23		1
DIST 120	Filter Vessel - Facet (by 204 vessel)	VFCS 859-6E2WH		1
DIST 121	Filter Vessel - Filtration (by 204 vessel)	12395		2
DIST 122	Filter Vessel - Stranrite (by 204 vessel)	UF1-65		1

AIRCRAFT DEICING SYSTEM (Reimbursable)
Glycol Distillation System Inventory

Line Item	Description	Model Number	Serial Number	Quantity
DIST 123	Filter Plate Rack - Sparkler (by 204 vessel)			2
DIST 132	Skid Distillation - TH Tussel	Skid A	Job No 503A	1
DIST 133	Skid Distillation - TH Russel	Skid B	Job No 503B	1
DIST 134	Pump Submersible - Giant	6EC1A-SFS		1
DIST 135	Pump Chemical - LMI (unused)	P121-352SI	0309794104-5	1
DIST 136	Pump Chemical - Gamma (skid-A)	Gamma 5		1
DIST 137	Pump Chemical	IR	66605J-344	1
DIST 139	Valve Tank Level - Kimray (Raven Tanks)	MTDA 5	1980630205 (west tank)	1
		MTDA 5	1940800065 (east tank)	1
DIST 141	Pilot Differential - Kimray 12PDS (Raven Tanks)	RDS-1	194090089 (west tank)	1
		RDS-1	194090088 (east tank)	1
DIST 148	Motor Starter - GE	TECL 36003		1
DIST 149	Motor Starter - GE	TECL 36007		2
DIST 150	CPU - MVR Bldg	Inland Property		1
DIST 150a	Dell 15" monitor	1730FPs	CN02Y31147606423AKWZ	1
DIST 151	CPU - Distillation and Distribution located in Supervisor's Office	ClientPro	3109607-001	1

AIRCRAFT DEICING SYSTEM (Reimbursable)
Glycol Distillation System Inventory

Line Item	Description	Model Number	Serial Number	Quantity
DIST 151a	Monitor 15"	Dell	1054542	1
DIST 151b	Keyboard	RT7D5JTW	0003340D	1
DIST 151c	Mouse	SAGM002	E183870	1
DIST 152	15" Monitor - Precon Office	Dell	3492D-B-C5X9-79	1
DIST 153	CPU - HP Pavilion located in Manager's Office	P6214Y	MXU9410NXV	1
DIST 153a	20" Monitor	HP2009f	3CQ93922JY	1
DIST 153b	Keyboard - HP	HP505060-371	PUKAA0935008068	1
DIST 153c	Mouse - Microsoft	X800898	N/A	1
DIST 154	CPU - Dell located in Precon Office	Optiplex GX1	1CVKO	1
DIST 154a	17" Monitor	MX70	THLCS00272	1
DIST 154b	Keyboard	F2Q4NE98A	031003524	1
DIST 154c	Mouse	M042KOA	0402029447	1
DIST 155	Keyboard	F2Q4NE98A	031004234	1
DIST 156	Mouse	X05-81601	63618-OEM-0393596-0	1
DIST 157	Mouse	5185-1212	LZC14303132	1
DIST 158	Total Carbon Analyser - Ionics (in large shed)	6800	79311-1	1
DIST 186	Power Panel M-1 GE		CT06062	1

AIRCRAFT DEICING SYSTEM (Reimbursable)
Glycol Distillation System Inventory

Line Item	Description	Model Number	Serial Number	Quantity
DIST 187	Schott Instruments Titroline KF - (Lab)	D55122	635171	1
DIST 188	Schott Instruments Pump - (Lab)	D55122	734516	1
DIST 189	OPEN			
DIST 190	Scale - A N D brand	HR 60	12331528	1
DIST 191	Mini Stirrer - VWR (Lab)	200	58940-158	1
DIST 192	Mini Hot Plate - VWR (Lab)	210	33918-556	1
DIST 193	Spectrophotometer - HANNA (Lab)	C99	H006928I	1
DIST 194	COD Reactor - HACH (Lab)	45600-00	950600012779	1
DIST 213	Digestion Apparatus (Lab)	HACH	44336-20	1
DIST 220	Storage Cabinet Safety - 4 Gal	1904		1
DIST 221	Storage Cabinet Safety - 12 Gal	1925		1
DIST 247	Flow Meters - FLO Corp	2800 series	12020468 (skid A) 12020467 (deion. Skid)	1 1
DIST 248	Throttling Pnuematic Level Controllers On towers 501 and E204	Ling	X8769 (on 501) K1811 (on E204)	3
DIST 249	Flow Meter 1" Turbine	FLO LINE	12020468	1

AIRCRAFT DEICING SYSTEM (Reimbursable)
Glycol Distillation System Inventory

Line Item	Description	Model Number	Serial Number	Quantity
	Outbound - skid A	110-500		
DIST 250	Flow Meter 1" Turbine	FLO LINE	12020467	1
	Deionizer Skid	110-500		
DIST 251	Meter Register	B2800 SERIES	12020468	1
	Outbound - skid A			
DIST 252	Meter Register	B2800 SERIES	12020467	1
	Deionizer Skid			
DIST 253	CPU - Backup to DIST 151	Powerspec	B354041221940	1
	located in Supervisor's Office			

AIRCRAFT DEICING SYSTEM (Reimbursable)
Facility Inventory - Permanent

Line Item	Description	Model Number	Serial Number	Quantity
FP 1	Building Metal - 100' x 60'			1
	Including the following below :			
	Control Room - 10'-6" x 12'-9"			1
	Counter 8'-8" x 12'-9"			1
	Counter 5' x 2'			1
	Window Opening 43" x 31"			1
	Window Non-opening 43" x 43"			1
	Door 36" x 83"			1
	Lab 11' x 10'-6"			1
	Sink Stainless Steel - Lab			1
	Lab HAVC - Q Mark	Type CU		1
	Window Non-opening 43" x 32"			1
	Window Non-opening 43" x 67"			1
	Door 36" x 83"			1
	Rest Room 9' x 10'			1
	Shower 36" x 75" x 36"			1
	Sink Bathroom - American Standard			1
	Door 36" x 83" With Lock			1
	Office 1 - Upper Level 10'-6" x 13'			1
	Window Non-opening Outside View 43" x 32"			1
	Window Non-opening Inside View 43" x 32"			2
	Door 36" x 84"			1
	Office 2 - Upper Level 10'-6" x 21'-6"			1
	Window Non-opening Outside View 43" x 32"			1
Window Non-opening Inside View 43" x 42"			2	
Door 36" x 84"			1	
Office HVAC - Goodman			1	
FP 2	Water Heater - State	6840SE6-30	B945-01869	1

AIRCRAFT DEICING SYSTEM (Reimbursable)
Facility Inventory - Permanent

Line Item	Description	Model Number	Serial Number	Quantity
FP 3	Sink Deep 1-Floor/1-Regular			2
FP 6	Fire Protection Sprinkler System	L. Nothhaft & Sons		1
FP 6a	Fire Control Panel - Honeywell Fire-Lite	MS10UD		1
FP 7	AV - Line Switch Cabinet - GE	C739901+02+03		1
FP 8	Transformer - GE	9T23B3872		1
FP 9	Power Panel L-1 - GE	AQF3421ABX		1
FP 10	Power Panel H-1 - GE	FC912796		1
FP 11	Power Panel E-1 - GE	331A1572P1		1
FP 12	Lights Flourescent - 4' Fixtures			31
FP 13	Lights Flourescent - 8' Fixtures			28
FP 16	Lights Halogen - Fixtures			21
FP 17	Lights Incandescent - Fixtures			2
FP 18	Outside Lighting Contactor - GE	300		1
FP 19	Fuse Cabinet	AW		1
FP 20	Electric Space Heater - Markel	P3P5107CR1N		6
FP 21	Backflow Preventor - 2" Manifold	Watts		2
FP 22	Backflow Preventor - 4" Manifold With Tamper Switches	Watts		1
FP 31	Locker Room / Storage Trailer 12' x 60'			1
FP 32	Locker Personal			42
FP 33	Office / Storage Trailer Cargo 8' x 26'			1
FP 34	Shed 14' x 10'	Tuff Shed		1
FP 35	Shed 16' x 12'	Tuff Shed		1
FP 36	Shed 16' x 14'	Tuff Shed		1
FP 37	Barrel Hut 4 Place			1
FP 38	Prover Register		CP-2	1
FP 81	Overflow Alarm System For Septic Tank for New Concentrator Building	Federal 350	B1	1
FP 83	Telephone Control Panel	AT&T Partner Plus		1

AIRCRAFT DEICING SYSTEM (Reimbursable)
Facility Inventory - Permanent

Line Item	Description	Model Number	Serial Number	Quantity
FP 84	Telephone Paging System Panel	TPU - 100B	Bogen Comm.	1
FP 85	Control Panel			1
FP 85a	Siemens Simatic	TI 505	DC Power Box	1
FP 85b	Siemens Simatic	TI 545	PLC	1
FP 85c	MTS Level Plus - Tank Monitoring System	MTS	801043	1
FP 85d	Practical Peripherals - Modem	PM 14400	FXMT	1
FP 85e	Replay Outputs	505 - 4916		2
FP 85f	110 VAC Panels	505 - 4216A		7
FP 85g	8 CH Input Analog	505 - 6108A		4
FP 85h	Program Port Expander	CTI		1
FP 85i	Black Box - Convertor Plus			1
FP 85j	Black Box - Modem	325		1
FP 86a	Roto-Jet Goodway (Machine only)	AWT-100		1
FP 87	Tube Testing Gun Kit - Elliot	5373		1
FP 88	Emergency Exit Lighting			5
FP 89	Deepwell Pump	FLOWAY		2
FP 90	Flow Meter			1
FP 91	Flow Indicator Recorder (Control Panel)	CP5500		1
FP 92	Control Panel	CP5030		1
FP 93	Control Panel	MCC-5501	Square D Company	1
FP 94	Flow Gate Valves 6"			2
FP 95	Flow Gate Valves 4"			1
FP 96	Storage Safety Cabinet	Just Rite		4
FP 97	Valve Type I Control	EL-O-Matic	98616731	1
FP 98	Valve 6" Watts	113-32	7471-7	1
FP 99	Pond 003A liner			1

AIRCRAFT DEICING SYSTEM (Reimbursable)
Ground Support Equipment Inventory

Line Item	Description	Model Number	Serial Number	Quantity
GSE 1	OP's Radio (Fixed to Truck)	MA-COM	9206987	1
GSE 2	OP's Radio (Fixed to Truck)	MA-COM	9209132	1
GSE 3	OP's Radio (Fixed to Truck)	MA-COM	9209705	1
GSE 4	OP's Radio (Fixed to Inland Truck)	MA-COM	9208054	1
GSE 5	Snow Plow	Boss	7'	1
GSE 6	Forklift / Propane Toyota LP 9040 Lbs	7FGU25	61059	1
GSE 7	Generator - Honda GX 390	3W739	440761	1
GSE 8	Lift Arm/Cable Wench - 1500 lbs.	LSB-1500A	N/A	1
GSE 9	Trailer Big Tex 1996			1
GSE 10	Trailer 4' x 8'			1
GSE 11	Trailer / Meter Provering 3" Smith Meter	PRIME 4	5A55299	1
GSE 12	Pump / Diesel Motor 4" Gorman Rupp / Deutz Diesel	84A2-F3L 8547861	1171187	1 1

AIRCRAFT DEICING SYSTEM (Reimbursable)
Ground Support Equipment Inventory

Line Item	Description	Model Number	Serial Number	Quantity
GSE 13	Pump / Diesel Motor	CD 100	9710275/13	1
	4" Godwin . Deutz Diesel	F361011F	DO252529	1
GSE 14	Pump / Diesel Motor	CO225MB9	9919627-6	1
	8" Godwin / Perkins Diesel	5701/2200	AM36554	1
GSE 15	Flammable Storage Locker			2
	Motor Gas/ Diesel			
GSE 16	Storage Locker			1
	Oil / Consumables			
GSE 17	Pump / Gas Motor			
	8 hp Briggs / Stratton	195432		1
	8 hp Honda	106130		1
GSE 18	Compressor / Gas Motor			1
GSE 20	Pump Electric Teel	9K6926		1
	Dayton			
GSE 23	Lawn Mower	Murray		1
GSE 25	OPEN			

AIRCRAFT DEICING SYSTEM (Reimbursable)
Type 1 Blending System Inventory

Line Item	Description	Model Number	Serial Number	Quantity	
BLD 1	Tank Storage 30' x 30' 30' x 30' Advance (Virgin PG)	1998	6698B	1	
BLD 2	Tank Storage Tank - 11 12' x 25' Eaton	9123/1993	T-11	1	
BLD 3	Tank Blending 12.66" x 25' Advance	1998	6698-A	1	
BLD 4	Pump 3x4x8 (E tank farm) (Blend Pump) (by Virgin PG) (Spare) (Premix)	BP5 BP7 BP1 BP3 BP4	Goulds - Fixed 3196	709C370 7090571 717B327-1 7208969-2 720B969-7	1 1 1 1 1
BLD 5	Pump 3x4x13 (next to Virgin PG) (Shlumberger Pump Station)	BP2 BP6	Goulds - Fixed 3196	755B722-1 755B726-2	1 1
BLD 6	Motor Pump 40 hp (next to Virgin PG tank)	BP1	US Motor - Fixed R077R	B10-R077A-M	1
BLD 7	Motor Pump (Shlumberger Station) 30 hp (next to Virgin PG tank)	BP6 BP2	GE - Fixed 5KE286BC205	GJH288712023 GJH288712035	1 1
BLD 8	Motor Pump (Premix) 7.5 hp (E side tank farm) (Spare)	BP4 BP5 BP3	US Motor - Fixed T763	B10001025332A B10001025332B B10001025332C	1 1 1

AIRCRAFT DEICING SYSTEM (Reimbursable)
Type 1 Blending System Inventory

Line Item	Description	Model Number	Serial Number	Quantity
BLD 9	Motor Pump (Blend Pump) BP7 20 hp	Westinghouse-Fixed TBFC	HMH116478004	1
BLD 10	Transformer	GE		7
BLD 11	Control Panel - CP2	Easter -Owens	AN-210 151	1
BLD 12	Control Panel - L - 2	GE	AF37SD	1
BLD 13	Spectra Series MCC-GE	GE	M-488486+87	1
BLD 14	OPEN			
BLD 15	Motor Starter/Coil - GE 600A (Electrical Panel - next to blend tank)	0662X0582L01	M-488486 M-488487	2
BLD 16	Motor Starter/Coil - GE 1000A (Electrical Panel - outside of north main electrical room)	960X0518L01	M-948342 M-948343 M-948344 M-948345 M-948347 M-948348	6
BLD 17	Safety Switch - Canned Quick Disconnect (Electrical Panel - south of blend tank)	GE		7
BLD 18	Load Cell	DSR 75K	A56736	4

AIRCRAFT DEICING SYSTEM (Reimbursable)

Type 1 Blending System Inventory

Line Item	Description	Model Number	Serial Number	Quantity
BLD 19	Digital Weight Indicator	Rice Lakes		1
BLD 20	CPU/W 16 Channel Relay Board	IQPlus-800		1
BLD 21	Relay Board - 4 Channel			1
BLD 22	Butterfly Valve 2" EL-O-Matic	Mueller		1
BLD 23	Butterfly Valve 3" EL-O-Matic	Mueller		8
BLD 24	Butterfly Valve 4" EL-O-Matic	Mueller		1
BLD 25	Butterfly Valve 3" Keystone	Keystone		14
BLD 26	Butterfly Valve 4" Keystone	Keystone		7
BLD 27	Check Valve 3" Keystone	Keystone		3
BLD 28	Check Valve 4" Keystone	Keystone		2

AIRCRAFT DEICING SYSTEM (Reimbursable)
Pre - Con Inventory

Line Item	Description	Model Number	Serial Number	Quantity
PC 1	OPEN			
PC 2	Pump D/E1 15 x 3-8 Sterling Fixed	1VBCTP	541018	1
PC 3	Motor Pump D/E1 15 HP US Motor Fixed	R82A	C11R872A-M	1
PC 4	Meter 3/4" Niagara	Niagara	# 012251	1
PC 5	Meter 1 1/2" Foxboro Fixed	F-DJH5135TJA	#00490617 #00490730	2
PC 6	Meter 1 1/2" Spongler Fixed	Itison	XIHFGCX5	1
PC 7	Meter 3" Spongler Fixed	Itison	225354	1
PC 8	Meter 4" Spongler Fixed	Itison	XIHFGCX5-55832	1
PC 22	Metal Building - Equipped with: Two 3' x 7' Doors Four Roll-up Elec Operated Doors	38' x 39' <i>Boiler Room</i> ATY Systems		1
PC 23	Boiler 800 HP	Cleaver Brooks	CB 100-800	1

AIRCRAFT DEICING SYSTEM (Reimbursable)

Pre - Con Inventory

Line Item	Description	Model Number	Serial Number	Quantity
PC 24	Boiler 200 HP	Cleaver Brooks	CB 700-200	1
PC 30	Water treatment system	ANCO		1
PC 31	Metal Building - Equipped with: One 6'x7' Double Door Two Roll-up Elec Operated Doors One 4' x 7' Door	32' x 77' <i>Pre Con Building</i> ATY systems		1
PC 33	Gas Area Heater	Dayton	3E368E	6
PC 34	Control Room - Equipped with: Air Conditioner/Heater Three Windows 3' x 7' each	8' x 8'		1
PC 35a	Interface Panel	KOYO		1
PC 35b	Control Panel / PLC	KOYO		1
PC 36	Transformer	GE	9T23Q9872	2
PC 37	Power Panel L3 and L4	GE	AF31SPN	2
PC 38	Power Panel H3	GE	ADF3181MTX	1
PC 39	Power Panel H4	GE	ADF3302TTX	1
PC 40	Motor Control CNTR	GE	M-954053	1

AIRCRAFT DEICING SYSTEM (Reimbursable)
Pre - Con Inventory

Line Item	Description	Model Number	Serial Number	Quantity
		GE	M-954054	1
		GE	M-954055	1
		GE	M-954092	1
PC 41	Motor Starters		SRPF 250 A	1
			SRPE 30 A	7
			SRPE 60 A	4
			SRPE 7 A	5
PC 42	2 Stage Pre Heater/ Vapor Sep	Alaqua		3
PC 43	Single Stage Heating Elements	Alaqua		3
PC 44	Clean Steam Heat Exchanger	Alaqua		2
PC 45	Blow Down Separator	C-Brooks	20S245.375	1
PC 46	Condensate Tank with Pump	Boyle		1
PC 47	Outside Sodium Vapor Light Fixtures			13
PC 49	Inside Flourescent Light Fixture 8'			27
PC 51	Inside HP Sodium Fixtures			5
PC 53	Electric Blow Down Valve	Drainmaster		3
PC 54	Level Controller	Foxboro		6

AIRCRAFT DEICING SYSTEM (Reimbursable)
Whiskey Alpha (WA) Deice Pad Inventory

Line Item	Description	Make	Model	Part #	Quantity
	Distribution Type I:				
	This system includes the following equipment:				
WA 1	Ticket Printers	Future Logic	KBM2-60		4
WA 2	Modems (located inside of West Electrical Vault)	Network Interface info RS-485			1
WA 3	IMS Control Units (DanLoads)	Emerson - DL 8000	W40161	STA 12; 18339211	1
				STA 13; 18339206	1
				STA 14; 18339204	1
				STA 15; 18339207	1
WA 4	3" Stainless Steel Piping - all coated	Aplied Plastic Coated			Feet
WA 5	Loading Stations (Equipment list is for each station x4):				4
WA 5a	Sight Glass	Jacoby - Tabbox	935-FA	TZF-18C254683	1
WA 5b	3" Fill Hose	Petroleum Transport	7330-3000		1
WA 5c	3" Swivel Joint	OPW Engineered	Style 50		1
WA 5d	2" Hose Assembly w/ quick disconnect and drybreak	Dover			1
WA 5e	Hose Trough	Stainless Steel - Shop Fabricated - Field As-Built			1
WA 5f	4" Positive Displacement Dispensing Meter w/ base support	Brodie	B060A-CAAAA-CDAEA		1
WA 5g	4" Strainer w/ base support	Spirax			1
WA 5h	4" Check Valve	Stockham	G931		1
WA 5i	Motorized Control Valve:				
WA 5i1	Water Actuator	Auma	SG07.1		1
WA 5i2	Glycol Actuator	Auma	SG07.1		1
WA 5j	Pipe Support	Unistrut, site fabricated			1
WA 5k	Manual Butterfly Valve	Keystone	4"		3
WA 5l	Deadman Switch	Schmersal	ZSD5		1
WA 5m	Deadman Control Valve	Brodie	BV88 - 3" Valve		1
WA 5n	Hotbox	Marley - Starrco	CRASM		1
WA 5o	Heat Tracing:	Raychem	20QTVR-CT	5BTVI-CR	1
WA 5o1	Power Kit		JBS-100A		1
WA 5o2	End Kit		PMKG-LE		1
WA 5o3	Thermostat		AMCF5		1
WA 5p	Bypass Connector	4" build manual made			1
WA 5q	4" Manual Block & Bleed Valve	SCB			1
WA 5r	Shelter	Starrco	31992		1
WA 5s	Backflow Preventer:				
WA 5s1	6" Butterfly Valves - Gate Valves	Clow			2
WA 5s2	6" Backflow Preventer	Febco	6" - 860		1

AIRCRAFT DEICING SYSTEM (Reimbursable)
Whiskey Alpha (WA) Deice Pad Inventory

Line Item	Description	Make	Model	Part #	Quantity
WA 5s3	6" City Water Line				
WA 5s4	Strainer	Mueller			1

Line Item	Description	Make	Model	Part #	Quantity
	<u>Distribution Type IV:</u>				
	This system includes the following equipment:				
WA 6	Pump (P3)	Quanda	Nord - Moyno	B1LSSB35AA	1
WA 7	Pump Motor	Baldor	CEM2333T	2060222012	1
WA 8	Ticket Printers	Future Logic	KBM2-60		1
WA 9	Modems (located inside of West Electrical Vault)	Network Interface info RS-485			1
WA 10	SMS Control Units (Petro-Count)	Danload	0511AA1B1B2A1	17427663	1
WA 11	Ball Valve - 4"	Conbraco	87A20A01	B1634	1
WA 12	4" Flow Meter	Micro-Motion	CMF-300M355NQBUEZZZ		1
WA 13	Sight Glass	Jacoby - Tabbox	935-FA	TZF-18C254683	1
WA 14	4" Check Valve	Apollo	CFAM1504		1
WA 15	3" Swivel Joint	OPW Engineered	Style 50		1
WA 16	3" Hose Assembly w/ quick disconnect and dry break	Emco Wheaton	J73C-AVNI-B		1
WA 17	Hose Trough	Stainless Steel - Shop Fabricated - Field As-Built			1
WA 18	Motorized Control Valve				4
WA 19	10,000-Gallon Storage Tank (Equipment for tank as follows):	Eaton	10 X 18	06 6379	1
WA 19a	Tank Level Switches	Magnetrol	B15-4G3A-AOB		2
WA 19b	Tank Level Transmitters	Milltronics	Multi Ranger - 100		2
WA 19c	Ultrasonic Level Sensor	Milltronics	XPS-10		2

Line Item	Description	Make	Model	Part #	Quantity
	<u>Collection: Manhole #1 (37400) "High Concentrate":</u>				
	This system includes the following equipment:				
WA 20	Refractometer	Atago	PRM-85		1
WA 21	Level Sensor (LSH-11) Probe	Ametek	6013-55-P-A-10		3
WA 22	Level Sensor (LSH-11) Probe	Ametek	6013-55-P-A-8		2
WA 23	Probe Holders	Ametek	6012-E2-55-EP2		1
WA 24	Sample Pump (P4)	Moyno 500	1.4 GPM		1
WA 25	Control Panel (AIT11) for all equipment in MH#37400	Easter Owens	Shop Drawing - E0-30		1
WA 26	Slide gates (Fresno Gate series 6400/seats inside waterman model C16 shear gate) with motor valves (CV-1 "Tyco Keystone" to tank & CV-2 "Tyco Keystone" to MH#3)				2
WA 27	Vault Controller Panel	Easter Owens	Shop Drawing - E0-32		1

AIRCRAFT DEICING SYSTEM (Reimbursable)
Whiskey Alpha (WA) Deice Pad Inventory

Line Item	Description	Make	Model	Part #	Quantity
	<u>Collection: Manhole #2 (37387) "Low Concentrate":</u>				
	This system includes the following equipment:				
WA 28	Level Sensors (LHS21 starts the refractometers & LAHH21 high level alarm for the vault)	Ametek	6013-55-P-A-10		2
WA 29	Level Sensor (LSH-21) Probe	Ametek	6013-55-P-A-8		2
WA 30	Probe Holders	Ametek	6012-E2-55-EP2		1
WA 31	Slide Gates (Fresno Gate series 6400/seats inside waterman model C16 shear gate) with motor valves (CV1 "Tyco Keystone" to tank & CV2 "Tyco Keystone" to MH#3)				2
WA 32	Control Valves (CV3 to MH#3 CV4 to MH#1) - Control Box	Auma			2
WA 33	Valve Actuators	Auma	SA14-1		2
WA 34	Sample Pump (P5)	Moyno 500	1.4 GPM		1
WA 35	Refractometer	Atago	PRM-85		1
WA 36	Control Panel (AIT21)	Easter Owens	Shop Drawing - E0-40		1
WA 37	Vault Controller Panel	Easter Owens	Shop Drawing - E0-42		1

	<u>Collection: Manhole #3 (37388) "Low Concentrate":</u>				
	This system includes the following equipment:				
WA 38	Refractometer	Atago	PRM-85		1
WA 39	Level Sensor (LSH-31) Probe	Ametek	6013-55-P-A-10		3
WA 40	Level Sensor (LSH-31) Probe	Ametek	6013-55-P-A-8		2
WA 41	Probe Holders	Ametek	6012-E2-55-EP2		1
WA 42	Sample Pump (P6)	Moyno 500	1.4 GPM		1
WA 43	Control Panel (AIT11) for all equipment in MH#37400	Easter Owens	Shop Drawing - E0-50		1
WA 44	Slide Gates (Fresno Gate series 6400/seats inside waterman model C16 shear gate) with motor valves (CV-1 "Tyco Keystone" to tank & CV-2 "Tyco Keystone" to MH#3)				2

	<u>Collection: Storage Tank (T-1):</u>				
	This system includes the following equipment:				
WA 45	800,000-Gallon Storage Tank (Equipment for tank as follows):	Advance	AWWA D100	2005 05012	1
WA 46	3 Level Sensing Unit:				
WA 46a	LIT-T1 Mounted at the top of the tank, continuous level monitoring ultrasonic sensor	Milltronics		multi ranger 100	1

AIRCRAFT DEICING SYSTEM (Reimbursable)
Whiskey Alpha (WA) Deice Pad Inventory

Line Item	Description	Make	Model	Part #	Quantity
WA 46b	LE-T1 - Alarm	Milltronics		XPS-15	1
WA 46c	LSHH-T1 Point Level Sensor	Flowtech	1"	LGEPB-B-5-3-H	1
WA 46d	LSLL-T1 Point Level Sensor	Flowtech	1"	LGEPB-B-5-3-H	1
WA 47	10" Tank to Pump House Isolation Butterfly Valve (Buried)	Val Matic	150B, 250 B		4
WA 48	Overflow Flow Switches	Flowtech	1 1/2"	V4-55-2-4-D	2
WA 49	8" Tank to Sump Isolation Butterfly Valve (Buried)	Val Matic	150B, 250 B		1

Line Item	Description	Make	Model	Part #	Quantity
	<u>Collection: Pump House:</u>				
	This system includes the following equipment:				
WA 50	Pump P-1 (Gould's 650 GPM)	Goulds	3196	715F633W3	1
WA 51	Pump P-2 (Gould's 650 GPM)	Goulds	3196	722F471W3	1
WA 52	Motor for P-1 (Baldor 50/HP EM4114T)	Balder	Super E Motor	EM4114T	1
WA 53	Motor for P-2 (Baldor 50 HP/EM 4114T)	Balder	Super E Motor	EM4114T	1
WA 54	Pit High Level Sensor (LS-PH1) Amplifier	Magnetrol		911-A1A0-A10	1
WA 55	Pit High Level Sensor (LS-PH1) Transmitter	Magnetrol		581-1A-22-012	1
WA 56	Touch Screen (Allen Bradley Panel View)	Allen Bradley Panel View	1400E		1
WA 57	Heater (UH-1)	Marley Engineered Prod.	UH524TAB		1
WA 58	Exhaust Ventilation Fan (EF-1)	Greenheck	BSG-100-4-X	06B18896	1
WA 59	Pump Flow Switches (FSP1 & FSP2)	WE Anderson/Flow Tech T		V4-SS-2-D-U	2
WA 60	Electronically Controlled Check Valves	Asco	Red Hat II	I400545	2
WA 61	Backflow Preventers	Inlet		136-03B0SY	2
WA 62	High Current Motor Sensors (ISP1 & ISP2) Current Monitor	Motor Saver		CP-5	2
WA 63	High Current Motor Sensors (ISP1 & ISP2) Current Transmitter	Motor Saver		IT114RL-101	2
WA 64	Control Panels - 4X Class	Easter Owens		Shop drawings E0-70	1
WA 65	Suction Header 10" Butterfly Valves	Keystone	362-150 ANSI-150		2
WA 66	Strainer with Blow Off Valves	Fabco			2
WA 67	Discharge Header Isolation 8" Butterfly Valves	Keystone			2
WA 68	Pump House Discharge Valve 8"	Keystone			1

Line Item	Description	Make	Model	Part #	Quantity
	<u>Collection: Tank Cleanout Pit:</u>				
	This system includes the following equipment:				
WA 69	8" Butterfly Valves (Buried)	Keystone			2
WA 70	Level Sensor (LSH-S1)	Magnetrol		921-A1A0-A10	1

AIRCRAFT DEICING SYSTEM (Reimbursable)
Whiskey Alpha (WA) Deice Pad Inventory

Line Item	Description	Make	Model	Part #	Quantity
	<u>Facility Equipment & Controls:</u>				
	This system includes the following equipment:				
WA 71	TMS Computer and Software - Dispensing	TMS-6000	TMS-6000		1
WA 72	SCADA System - Recovery	Custom			1
WA 73	Fiber Optic Modems - Recovery System	SI Tech		2850	4

AIRCRAFT DEICING SYSTEM (Reimbursable)
Concourse A Icehouse Inventory

Line Item	Description		Model	Serial / Part	Quantity
			Number	Number	
<u>System: Type I Tank</u>					
	This system includes the following equipment:				
AICE 1	Tank Storage - Type I Insulated	Tank #1	not available	not available	1
	10' x 30'; 20,000 gal.		covered by insulation	covered by insulation	
AICE 2	Expansion Tanks on Type I Tank				2
AICE 3	6" Gear Actuated Butterfly Valves			BFV 144	1
	on Expansion Tanks - Keystone			BFV 145	1
AICE 4	Actuator - Keystone		EPI-TORC-13	00-00039965	1
	Glycol I Supply Line				
AICE 5	4" Butterfly Valve - Keystone			not accessible	2
<u>System: Type I Tank to Loading Stations</u>					
	This system includes the following equipment:				
AICE 6	TopRo Control Panel				1
AICE 7	Meter - Concourse A Icehouse Type I	STA #2	0501CC1B1A2A	TS14779-1-1	1
	3" Brooks Petro-Count Fixed				
AICE 8	Pumps - A-C		731	52-053-232-000	3
AICE 9	Pump Motors - 125 hp Baldor	#1	ECP 4412T-4	P10-98	1
		#2	ECP 4412T-4	1093C-43	1
		#3	ECP 4412T-4	593C-049	1

AICE 10	6" Butterfly Valve - Keystone		061	BFV 128, 129, 130	3
			061	BFV 125, 126, 127	3
AICE 11	"Y" Strainer - 125 lb.		Mueller 758		3
AICE 12	Ball Valve - Apolla		600 WOG		3
AICE 13	8" Gear Actuated Butterfly Valves Keystone			BFV 157	1
AICE 14	4" Butterfly Valve - Keystone Glycol I Return			BFV 158 not accessible	1 4
AICE 15	6" Gear Actuated Butterfly Valves Keystone (on Glycol II Line)			BFV 153, Valve #014	1
AICE 16	6" Butterfly Valve - Keystone (on Glycol II Line)		061	Valve #013	1
<u>System: Type I Loading Stations</u>					
	This system includes the following equipment:				
AICE 17	4" Butterfly Valves - Keystone				8
AICE 18	Meter - BiRotor		B080ABAAAABCAAA	9311-34810-1-1	1
			B080ABAAAABCAAA	9311-34810-1-2	1
AICE 19	Dead Man Switch				2
AICE 20	2" Fill Hose and Coupler				2

System: Type IV Tank					
	This system includes the following equipment:				
AICE 21	Tank Storage - Type IV	Tank #2	not available	not available	1
	12' x 25'; 20,000 gal.; Eaton	Tank #3	built 12/25/93	9243	1
AICE 22	Pump - Type IV		DS-L8125-36-1	PJ2700	1
	Megator Lobe Flex Pump - Fixed				
AICE 23	Pump Motor - Type IV		100LA/4 CUS	NM35712701/0831	1
	Nord - Fixed				
AICE 23a	Nord Gear Box		22-100L/40 CUS	800843629100	1
AICE 24	2" Butterfly Valves - Keystone				7
AICE 25	8" Gear Actuated Butterfly Valves			Valve #s 015, 016,	4
	Keystone			017, 018	
System: To/From Type IV Tanks					
	This system includes the following equipment:				
AICE 26	Pump - Moyno Progressing Cavity	#2	4G065G1 SSQ	AS8793893-1	1
AICE 27	Pump Motor - GE 40 hp	#2	5K892488208D9	XH6421219	1
AICE 28	6" Gear Actuated Butterfly Valves			BFV 146, Valve #005	1
	Keystone			BFV 143, Valve #006	1
				BFV 193, Valve #008	1
				BFV 192, Valve #007	1
				BFV 194, Valve #009	1
AICE 29	6" Butterfly Valve - Keystone		061	Valve #019	1
	(between Motor/Pump #1 and #2)				
AICE 30	Control Panel	P4	VTAC		1

System: Loading Rack					
	This system includes the following equipment:				
AICE 31	6" Butterfly Valve - Keystone				1
AICE 32	Control Box		GTP-1750AR-4X	13614	1
AICE 33	Dead Man Switch				1
AICE 34	4" Fill Hose and Coupler				1
System: To/From Loading Rack					
	This system includes the following equipment:				
AICE 35	Pump - Moyno Progressing Cavity	#1	4G065G1 SSQ	AS8793893-2	1
AICE 36	Pump Motor - GE 40 hp	#1	5K892488208D8	TH6254224	1
AICE 37	6" Gear Actuated Butterfly Valves			BFV 147, Valve #001	1
	Keystone			BFV 148, Valve #002	1
				BFV 185, Valve #003	1
				BFV 186, Valve #004	1
				BFV 140, Valve #012	1
				BFV 141, Valve #011	1
				BFV 142, Valve #010	1
AICE 38	Control Panel	P5	VTAC		1

**Exhibit B: Inland, 201209071
Schedule of Rates and Fees**

Fees Paid to Operator

Annual Management Fee - \$860,000.00¹

Fees Paid to City

Annual Right-To-Harvest Fee - \$60,000.00¹

Reclaimed Fee - \$0.473 per gallon^{1, 2}

Blending Fee - \$0.017 per gallon^{1, 3}

Inland Process Effluent Discharge Reimbursement Paid to City

Biological Oxygen Demand (Tons)^{1, 4}

Flow (Gallons)^{1, 4}

Total Kjeldahl Nitrogen (Tons)^{1, 4}

¹ Paid in quarterly installments.

² Based on gallons of reclaimed glycol product produced by Operator.

³ Based on gallons of aircraft deicing fluid blended on site by Operator.

⁴ Reimbursement shall be at rates equivalent to those paid by the City to Denver Wastewater for disposal at the time of discharge.

**CITY AND COUNTY OF DENVER
CERTIFICATE OF INSURANCE FOR DEPARTMENT OF AVIATION**

Original COI

Advice of Renewal

Change

Party to Whom this Certificate is Issued:

Name and Address of Insured:

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

CONTRACT NAME & NUMBER TO WHICH THIS INSURANCE APPLIES: 201208011 -

I. MANDATORY COVERAGE

Colorado Workers' Compensation and Employer Liability Coverage

Coverage: COLORADO Workers' Compensation

Minimum Limits of Liability (In Thousands)

WC Limits: \$100, \$500, \$100

And Employer's Liability Limits:

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

1. All States Coverage or Colorado listed as a covered state for the Workers' Compensation
2. Waiver of Subrogation and Rights of Recovery against the City and County of Denver (the "City"), its officers, officials and employees.

Commercial General Liability Coverage

Coverage: Commercial General Liability (coverage at least as broad as that provided by ISO form CG0001 or equivalent)

Minimum Limits of Liability (In Thousands):

Each Occurrence:	\$1,000
General Aggregate Limit:	\$2,000
Products-Completed Operations Aggregate Limit:	\$2,000
Personal & Advertising Injury:	\$1,000
Fire Damage Legal - Any one fire:	\$1,000

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

1. City, its officers, officials and employees as additional insureds, per ISO form CG2010 and CG 2037 or equivalents.
2. Coverage for defense costs of additional insureds outside the limits of insurance, per CG0001.
3. Liability assumed under an Insured Contract (Contractual Liability).
4. The full limits of coverage must be dedicated to apply to this project/location, per ISO form CG2503 or equivalent.
5. Waiver of Subrogation and Rights of Recovery, per ISO form CG2404 or equivalent.
6. Separation of Insureds Provision required
7. General Aggregate Limit Applies Per: Policy ___Project ___Location___, if applicable

Business Automobile Liability Coverage

Coverage: Business Automobile Liability (coverage at least as broad as ISO form CA0001)

Minimum Limits of Liability (In Thousands): Combined Single Limit \$1,000

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

1. Symbol 1, coverage for any auto. If no autos are owned, Symbols 8 & 9, (Hired and Non-owned) auto liability.
2. If this contract involves the transport of hazardous cargo such as fuel, solvents or other hazardous materials may occur, then Broadened Pollution Endorsement, per ISO form CA 9948 or equivalent and MCS 90 are required.

II. ADDITIONAL COVERAGE

Umbrella Liability

Coverage:

Umbrella Liability, Non Restricted Area

Minimum Limits of Liability (In Thousands)

Umbrella Liability Restricted Area	Each Occurrence and aggregate	\$9,000
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Any Policy issued under this section must contain, include or provide for the following:

1. City, its officers, officials and employees as additional insureds.
2. Coverage in excess of, and at least as broad as, the primary policies in sections WC-1, CGL-1, and BAL-1.
3. **If operations include unescorted airside access at DIA, then a \$9 million Umbrella Limit is required.**

Contractors Pollution Liability Coverage (including asbestos)

Coverage: Contractors Pollution Liability

Minimum Limits of Liability (In Thousands) \$1,000 per occurrence, \$2,000 aggregate

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

1. Coverage must extend, by endorsement or otherwise, to cover the full scope of all work performed by, or on behalf of, the Insured under the Insured's contract with the City.
2. Coverage shall cover the Insured's completed operations for a period no less than 3 years.
3. City, its officers, officials and employees as additional insureds, and shall include liability and defense of claims arising out of the work performed by, or on behalf of, the Insured.
4. Full limits of coverage dedicated to apply to this project/location.
5. Waiver of Subrogation and Rights of Recovery against the City and County of Denver, its officers, officials and employees.
6. Coverage shall apply 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).
7. 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

- All coverage provided herein shall be primary and any insurance maintained by the City shall be considered excess.
- With the exception of professional liability and auto liability, a Waiver of Subrogation and Rights of Recovery against the City, its officers, officials and employees is required for each coverage period.
- 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.
- Advice of renewal is required.
- All insurance companies issuing policies hereunder must carry at least an A -VI rating from A.M. Best Company or obtain a written waiver of this requirement from the City's Risk Administrator.
- Compliance with coverage requirement by equivalent herein must be approved in writing by the City's Risk Administrator prior to contract execution.
- No changes, modifications or interlineations on this Certificate of Insurance 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 D
Glycol Facility Wages

Established June 6, 2013

Classification:	SCA Title	Base Wage	Fringes	Total
Deicing Facility Operator	Water Treatment Plant Operator	\$22.79	\$6.34	\$29.13
Maintenance Mechanic	Machinery Maintenance Mechanic	\$23.43	\$6.41	\$29.84
Material Handling Laborer	Material Handling Laborer	\$17.36	\$5.71	\$23.07

Service Contract Act Wage Determination No. 2005-2081 Rev No. 12 was used to obtain the base wages.

Service Contract Act Wage Determination No. : 2005-2081, Rev No. 12, Dated 06/13/2012 was used to calculate benefits:

201209071