# **Master Purchase Order**

| DO NOT INVOICE TO THIS ADDRESS        |                           | Workday™ Supp        | lier Contract No. | SC-00007611                 |
|---------------------------------------|---------------------------|----------------------|-------------------|-----------------------------|
| City & County of Denver               |                           | Date: 6/27/20        | 023               | Revision No.                |
| Purchasing Division                   | DENIVED                   | Payment Terms        | Net 30            | Resolution (as applicable): |
| 201 West Colfax Avenue, Dept. 304     | DENVER THE MILE HIGH CITY | Freight Terms        | FOB DEST          | INATION                     |
| Denver, CO 80202                      | THE MILE HIGH CITY        | Ship Via             | Bestway           |                             |
| United States                         |                           | Analyst: Tim Marquez |                   | ez                          |
| Phone: 720-913-8100 Fax: 720-913-8101 |                           | Phone: 720-913-8114  |                   | 14                          |

Workday SUP-00016344 Phone: 801-629-3408 Email: Garrett.macfarlane@jbtc.com

Supplier ID:

JBT AeroTech Corporation Ship To: Denver International Airport

4074 South 1900 West 8500 Pena Boulevard Denver, CO 80249

Attn: J. Garrett Macfarlane Bill To: As Specified By Agency

Colorado Secretary of State ID: 20191416373

U.S. Federal SAM Registry Verification Date: 7/18/2023

#### 1. Goods/Services:

JBT AeroTech Corporation, a Delaware Corporation, ("Vendor") shall provide the goods, and any services related thereto, identified and described on attached Exhibit A, to the City and County of Denver, a Colorado municipal corporation (the "City"), all in accordance with the terms and conditions of this Master Purchase Order.

## 2. Ordering:

The City shall purchase one or more of the goods/services by issuing a written purchase order(s) or similar appropriate written document ("Order"), each of which will be deemed incorporated into this Master Purchase Order for purposes of such Order only.

# 3. Pricing:

The pricing/rates for the goods/services is contained on **Exhibit A** and shall be held firm for the term of this Master Purchase Order.

#### 4. Term/Renewal:

The term of this Master Purchase Order shall be from City signature to and including 7/31/2026.

#### **Non-Exclusive:**

This Master Purchase Order is non-exclusive. City does not guarantee any minimum purchase other than as provided herein.

## 5. Inspection and Acceptance:

Vendor shall perform any services in accordance with the standard of care exercised by highly competent vendors who perform like or similar services. City may inspect all goods/services prior to acceptance. Payment does not constitute acceptance. Vendor shall bear the cost of any inspection/testing that reveal goods/services that are defective or do not meet specifications. City's failure to accept or reject goods/services shall not relieve Vendor from its responsibility for such goods/services that are defective or do not meet specifications nor impose liability on City for such goods/services. If any part of the goods/services are not acceptable to City, City may, in addition to any other rights it may have at law or in equity: (1) make a warranty claim; (2) repair and/or replace the goods or substitute other services at Vendor's expense; or reject and return the goods at Vendor's cost and/or reject the services at Vendor's expense for full credit. Any rejected goods/services are not to be replaced without written authorization from City, and any such replacement shall be on the same terms and conditions contained in this Purchase Order.

## 6. Shipping, Taxes and Other Credits and Charges:

All pricing is F.O.B. destination unless otherwise specified. Shipments must be marked with Vendor's name, the Master Purchase Order number, and contain a delivery or packing slip. Vendor shall not impose any charges for boxing, crating, parcel post, insurance, handling, freight, express or other similar charges or fees. Vendor shall notify City in writing of any price decreases immediately, and City shall receive the benefit thereof on all unshipped items. Vendor shall comply with any additional delivery terms specified herein. Vendor shall be responsible for the cleanup and reporting of any contamination (environmental or otherwise) or spillage resulting from the delivery and/or unloading of goods within twenty-four (24) hours of the contamination or spillage or sooner if required by law. Vendor shall procure all permits and licenses; pay all charges, taxes and fees; and give all notices necessary and incidental to the fulfillment of this Master Purchase Order and all cost thereof have been included in the prices contained herein. City shall not be liable for the

payment of taxes, late charges or penalties of any nature, except as required by D.R.M.C. § 20-107, et seq. The price of all goods/services shall reflect all applicable tax exemptions. City's Federal Registration No. is 84-6000580 and its State Registration No. is 98-02890. Vendor shall pay all sales and use taxes levied by City on any tangible personal property built into the goods/services. Vendor shall obtain a Certificate of Exemption from the State of Colorado Department of Revenue prior to the purchase of any materials to be built into the goods/services and provide a copy of the Certificate to City prior to final payment.

## 7. Risk of Loss:

Vendor shall bear the risk of loss, injury or destruction of goods prior to delivery to City. Loss, injury or destruction shall not release Vendor from any obligation hereunder.

#### 8. Invoice:

Each invoice shall include: (i) the Purchase Order number; (ii) individual itemization of the goods/services; (iii) per unit price, extended and totaled; (iv) quantity ordered, back ordered and shipped; (v) an invoice number and date; (vi) ordering department's name and "ship to" address; and (vii) agreed upon payment terms set forth herein.

#### 9. Payment

Payment shall be subject to City's Prompt Payment Ordinance D.R.M.C. § 20-107, et-seq., after City accepts the goods/services. Any other provision of this Agreement notwithstanding, in no event shall the City be liable under this Master Purchase Order in excess of twelve million, five hundred thousand dollars. (\$12,500,000.00). The Vendor acknowledges that any goods/services provided beyond those specifically described in **Exhibit A** are performed at Vendor's risk and without authorization from the City. City's payment obligations hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Master Purchase Order, encumbered by the City after receipt of Vendor's invoice and paid into the Treasury of City. Vendor acknowledges that: (i) City does not by this Master Purchase Order, irrevocably pledge present cash reserves for payments in future fiscal years; and (ii) this Master Purchase Order is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of City. City may setoff against any payments due to Vendor any claims and/or credits it may have against Vendor under this Master Purchase Order.

## 10. Amendments/Changes:

Only the Executive Director of General Services or his/her delegate is authorized to change or amend this Master Purchase Order by a formal written change order. Any change or amendment that would cause the aggregate payable under this Master Purchase Order to exceed the amount appropriated and encumbered for this Master Purchase Order is expressly prohibited and of no effect. Vendor shall verify that the amount appropriated and encumbered is sufficient to cover any increase in cost due to changes or amendments. Goods/services provided without such verification are provided at Vendor's risk. The Vendor has no authority to bind City on any contractual matters.

#### 11. Warranty:

Vendor warrants and guarantees to City that all goods furnished under this Purchase Order are free from defects in workmanship and materials, are merchantable, and fit for the purposes for which they are to be used. For any goods furnished under this Master Purchase Order which become defective within twelve (12) months (unless otherwise specified) after date of receipt by City, Vendor shall either, at City's election and to City's satisfaction, remedy any and all defects or replace the defective goods at no expense to City within seven (7) days of receipt of the defective goods or accept the defective goods for full credit and payment of any return shipping charges. Vendor shall be fully responsible for any and all warranty work, regardless of third-party warranty coverage. Vendor shall furnish additional or replacement parts at the same prices, conditions and specifications delineated herein.

## 12. Indemnification/Limitation of Liability:

Vendor shall indemnify and hold harmless City (including but not limited to its employees, elected and appointed officials, agents and representatives) against any and all losses (including without limitation, loss of use and costs of cover), liability, damage, claims, demands, actions and/or proceedings and all costs and expenses connected therewith (including without limitation attorneys' fees) that arise out of or relate to any claim of infringement of patent, trademark, copyright, trade secret or other intellectual property right related to this Purchase Order or that are caused by or the result of any act or omission of Vendor, its agents, suppliers, employees, or representatives. Vendor's obligation shall not apply to any liability or damages which result solely from the negligence of City. City shall not be liable for any consequential, incidental, indirect, special, reliance, or punitive damages or for any lost profits or revenues, regardless of the legal theory under which such liability is asserted. In no event shall City's aggregate liability exceed the agreed upon cost for those goods/services that have been accepted by City under this Purchase Order up to the total Master Purchase Order Amount. Notwithstanding anything

contained in this Purchase Order to the contrary, City in no way limits or waives the rights, immunities and protections provided by C.R.S. § 24-10-101, et seq.

#### 13. Termination:

City may terminate this Master Purchase Order, in whole or in part, at any time and for any reason immediately upon written notice to Vendor. In the event of such a termination, City's sole liability shall be limited to payment of the amount due for the goods/services accepted by City. Vendor acknowledges the risks inherent in this termination for convenience and expressly accepts them. Termination by City shall not constitute a waiver of any claims City may have against Vendor.

#### 14. Interference:

Vendor shall notify the Director of Purchasing immediately of any condition that may interfere with the performance of Vendor's obligations under this Master Purchase Order and confirm such notification in writing within twenty-four (24) hours. City's failure to respond to any such notice shall in no way act as a waiver of any rights or remedies City may possess.

# 15. Venue, Choice of Law and Disputes:

Venue for all legal actions shall lie in the District Court in and for City and County of Denver, State of Colorado, and shall be governed by the laws of the State of Colorado as well as the Charter and Revised Municipal Code, rules, regulations, Executive Orders, and fiscal rules of City. All disputes shall be resolved by administrative hearing, pursuant to the procedure established by D.R.M.C.§ 56-106. Director of Purchasing shall render the final determination.

# 16. Assignment/No Third Party Beneficiary:

Vendor shall not assign or subcontract any of its rights or obligations under this Master Purchase Order without the written consent of City. In the event City permits an assignment or subcontract, Vendor shall continue to be liable under this Master Purchase Order and any permitted assignee or subcontractor shall be bound by the terms and conditions contained herein. This Master Purchase Order is intended solely for the benefit of City and Vendor with no third party beneficiaries

## 17. Notice:

Notices shall be made by Vendor to the Director of Purchasing and by City to Vendor at the addresses provided herein, in writing sent registered, return receipt requested.

## 18. Compliance With Laws:

Vendor shall observe and comply with all federal, state, county, city and other laws, codes, ordinances, rules, regulations and executive orders related to its performance under this Master Purchase Order. City may immediately terminate this Master Purchase Order, in whole or in part, if Vendor or an employee is convicted, plead nolo contendre, or admits culpability to a criminal offense of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature.

## 19. Insurance:

Vendor agrees to secure, at or before the time of execution of this Master Purchase Order, the following insurance covering all operations, goods or services provided pursuant to this Master Purchase Order. Vendor shall keep the required insurance coverage in force at all times during the term of the Master Purchase Order, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Each policy shall require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Master Purchase Order. Such notice shall reference the Master Purchase Order listed on the signature page of this Master Purchase Order. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Vendor shall provide written notice of cancellation, nonrenewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's Master Purchase Order. Vendor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Master Purchase Order are the minimum requirements, and these requirements do not lessen or limit the liability of the Vendor. The Vendor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Master Purchase Order.

Vendor may not commence services or work relating to this Master Purchase Order prior to placement of coverages required under this Master Purchase Order. The City requests that the City's contract number be referenced on the certificate of insurance. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Master Purchase Order shall not act as a waiver of Vendor's breach of this Master

Purchase Order or of any of the City's rights or remedies under this Master Purchase Order. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements. For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), Vendor and sub-contractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured. For all coverages required under this Master Purchase Order, Vendor's insurer shall waive subrogation rights against the City. Vendor shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Master Purchase Order) procure and maintain coverage as approved by the Vendor and appropriate to their respective primary business risks considering the nature and scope of services provided. Vendor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Vendor shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate.

Vendor shall maintain Automobile Liability with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Master Purchase Order.

#### 20. Severability:

If any provision of this Master Purchase Order, except for the provisions requiring appropriation and encumbering of funds and limiting the total amount payable by City, is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity of the remaining portions or provisions shall not be affected if the intent of City and Vendor can be fulfilled.

## 21. Survival:

All terms and conditions of this Master Purchase Order which by their nature must survive termination/expiration shall so survive. Without limiting the foregoing, Vendor's insurance, warranty and indemnity obligations shall survive for the relevant warranty or statutes of limitation period plus the time necessary to fully resolve any claims, matters or actions begun within that period.

## 22. No Construction Against Drafting Party:

No provision of this Master Purchase Order shall be construed against the drafter.

## 23. Status of Vendor/Ownership of Work Product:

Vendor is an independent contractor retained on a contractual basis to perform services for a limited period of time as described in Section 9.1.1E(x) of the Charter of City. Vendor and its employees are not employees or officers of City under Chapter 18 of the D.R.M.C. for any purpose whatsoever. All goods, deliverables, hardware, plans, drawings, reports, submittals and all other documents or things furnished to City by Vendor shall become and are the property of City, without restriction. Ownership rights shall include, but not be limited to the right to copy, publish, display, transfer, prepare derivative works, or otherwise use materials. Software licenses terms may be incorporated herein by an End User License Agreement signed by the Director of Purchasing. Any 'click-wrap' electronic acceptance or other terms and conditions not agreed to in writing by the Director of Purchasing are of no force and effect.

# 24. Examination of Records and Audits:

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

## 25. Remedies/Waiver:

No remedy specified herein shall limit any other rights and remedies of City at law or in equity. No waiver of any breach shall be construed as a waiver of any other breach.

#### 26. No Discrimination in Employment:

In connection with the performance of work under the Master Purchase Order, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.

## 27. Use, Possession or Sale of Alcohol or Drugs:

Vendor shall cooperate and comply with the provisions of Executive Order 94. Violation may result in City terminating this Master Purchase Order or barring Vendor from City facilities or from participating in City operations.

## 28. Conflict of Interest:

No employee of City shall have any personal or beneficial interest in the goods/services described in this Master Purchase Order; and Vendor shall not hire or contract for services any employee or officer of City which would be in violation of City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

# 29. Advertising and Public Disclosure:

The Vendor shall not include any reference to the Master Purchase Order or to services performed or goods purchased pursuant to the Master Purchase Order in any of the Vendor's advertising or public relations materials without first obtaining the written approval of the Director of Purchasing.

#### 30. Intellectual Property:

Any research, reports, studies, data, photographs, negatives or other documents, drawings or materials (collectively "materials") delivered by Vendor in performance of its obligations under this Master Purchase Order shall be the exclusive property of City. Ownership rights shall include, but not be limited to the right to copy, publish, display, transfer, prepare derivative works, or otherwise use materials. Software license terms may be incorporated herein by an End User License Agreement signed by the Director of Purchasing. Any 'click-wrap' agreement, terms of use, electronic acceptance or other terms and conditions not agreed to in writing by the Director of Purchasing are of no force and effect.

Purchase pursuant to DRMC 20-64(A)(1) of the Revised Municipal Code. Sole Source Procurement

Purchase pursuant to DRMC 20-64(A)(3) of the Revised Municipal Code. Professional Preference

Purchase pursuant to 3.26(e)-This Master Purchase Order is contingent on Council approval and is void without such action.

This Master Purchase Order is acknowledged and agreed to by:

|                 |                          | City & Coun    | urchasing Division |   |    |
|-----------------|--------------------------|----------------|--------------------|---|----|
| Vendor<br>Name: | (Company Name)           |                |                    |   |    |
| Ву:             | Authorized Signature)    | By:            |                    |   | =  |
| Print Name:     | BRIAN DEPOLHE            | Print<br>Name: |                    |   |    |
| Title:          | PRESIDENT-JETWAY SYSTEMS | Title:         |                    |   | =0 |
| Date:           | 8/1/23                   | Date:          |                    |   |    |
|                 | * <i>\$</i>              | Procurement    | Manager: MICHAI    | AEL Digitally signed by MICHAEL ROMERO_GS DCPO Date 2023 08 01 11 26 17 -06'00' |    |

#### EXHIBIT "A"

Vendor: JBT AeroTech, Corporation

Title: Passenger Loading Bridges for Denver International Airport

**Master Purchase Order No.:** SC-00007611

Reference File-0823A

It is recommended that you use your Master Purchase Order No. – SC-00007611, in all future correspondence or other communications. Individual Purchase Orders will be issued for orders. All invoices and billing inquiries must refer to the specific Purchase Order for the order.

Description of the goods, and services related thereto, being purchased and pricing:

## A.1 SCOPE OF WORK

JBT, (vendor), is to provide when required, Passenger Loading Bridges (PLB) and related equipment at Denver International Airport (DEN). This award is to provide for the replacement of PLBs throughout the airport. The term contract is anticipated to replace eighteen (18) PLBs. The first ten (10) have been identified in Exhibit B, with the remaining eight (8) replacements will be subject to identification and budgeting processes and will be released to the vendor when the processes are completed.

The intent of this Master Purchase Order is to provide bridges needed by the City as required. This MPO may be used to purchase any bridge offered by the vendor.

The scope of work may include work and supplies that are required to bring the bridge into full operation. This agreement allows for the procurement of Passenger Loading Bridges, sundries, equipment, and supplies necessary to bring the bridge into full operation.

Prior to order placement, the City will approve all shop drawings and Manufacturer's Job Orders to ensure the specifications before construction of the equipment.

The City may also use this agreement/Master Purchase Order to fulfill orders for PLBs that may utilize installation by general contractors and City employees. These orders for bridges will not include installation but must include all sundries, equipment, and supplies necessary to bring the bridge into full operation.

## A.2 PATENTS:

Seller agrees to defend the City and County of Denver at seller's own expense, in all suits, actions or proceedings in which the City and County of Denver is made a defendant for actual or alleged infringement of any United States of America or foreign letters patent resulting from the City and County of Denver's use of the goods purchased as a result of this Invitation for Proposal. Seller further agrees to pay and discharge any and all judgments or decrees which may be rendered in any such suit, action or proceeding against the City and County of Denver.

Seller agrees to indemnify and hold harmless the City and County of Denver from any and all license, royalty and proprietary fees or costs, including legal costs, which may arise out of the City and County of Denver's purchase and use of goods supplied by the seller.

It is expressly agreed by seller that these covenants are irrevocable and perpetual.

#### **A.3** AIRPORT SECURITY:

It is a material requirement of this Contract that the Vendor shall comply with all rules, regulations, safety, operational, or security measures required as well as written policies and authorized directives from the City and/or the Transportation Security Administration (TSA) with respect to Airport security.

The Vendor shall obtain the proper access authorizations for all of its employees, subcontractors, and vendors who will enter the Airport to perform work or make deliveries and shall be responsible for each such person's compliance with all Airport rules and regulations, including without limitation those pertaining to security. Any person who violates such rules may be subject to revocation of his/her access authorization. The failure of the Vendor or any subcontractor to complete any required services hereunder shall not be excused on account of the revocation for good cause of access authorization of any person.

Currently it is anticipated that goods delivered to Denver International Airport will be delivered to Materials Management (MatMan), which is co-located with Fleet at the Maintenance Center and is an auxiliary landside building. Special credentials (i.e., an airport security badge) are not required to do so. This is always subject to change based upon any additional security measures instituted by the City and/or TSA.

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

# A.8 LAWS, REGULATIONS, TAXES AND PERMITS

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

The Vendor, at all times, shall observe and comply with all federal, state, county, city and other laws, codes, ordinances, rules and regulations in any manner affecting the conduct of the work.

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

#### **A.9** F.O.B. POINT:

Prices quoted shall be F.O.B. Denver, CO, unloaded.

## A.10 ASSIGNMENT OF PURCHASE ORDER OR CONTRACT:

Vendor may not assign or otherwise transfer any of its rights or obligations under any purchase order or contract made and entered into pursuant to a City and County of Denver proposal without the prior written approval of the Manager of General Services or his/her representative.

#### **A.11** VENDOR PERFORMANCE MANAGEMENT:

The Purchasing Department may administer a vendor performance management program as part this proposal and resulting contract. The purpose of this program is to create a method for documenting and advising the Purchasing Department of exceptional performance or any problems related to the purchased goods and services.

Vendor is required to furnish a performance report to the buyer on an annual basis, no later than the anniversary date of the applicable Master Purchase Order or City Contract, providing at a minimum the following information:

# **FOR GOODS**

- Total dollar value of goods
- Total number of transactions

Additionally, the vendor may be required to adhere to a vendor management program as requested by DIA.

#### A.12 PRICING:

All prices quoted shall be firm and fixed for the specified ten (10) PLBs indicated in Exhibit B for the remining eight (8) PLBs will be subject to re-evaluation of current price update structure and index (along with additional indexes as deemed appropriate) as specified below in A.14.

## **A.13 PRICING UPDATES FOR BRIDGES:**

Due Dates for remaining Pricing Updates.

PRICING UPDATE DUE DATE PRICING PERIOD

December 15<sup>th</sup> January 1 through December 31

The vendor must provide a complete template that includes both items with price changes as well as items where changes are not requested. Items with price increases must be clearly identified.

Price Escalation Protocol

The City and awarded vendor mutually agree to escalate/de-escalate pricing as evidenced by the Producer Price Index (PPI), Iron and Steel Mills and Ferroalloy Manufacturing.

Producer Price Index Industry Data Series ID: PCU331110331110

Remainder of page left blank intentionally.

# Exhibit B

The below list is subject to budget approval(s). Actual bridges ordered via purchase order will be the only bridges accepted. Additional bridges shall be quoted in alignment with the pricing below and must be of the same quality.

| 2023 Jet Bridges |                     | Collision<br>Avoidance<br>to Work<br>with | New PBB Model 1 |           |                  |               |              |          |               |             |
|------------------|---------------------|---|-----------------|-----------|------------------|---------------|--------------|----------|---------------|-------------|
| Bridge<br>Number | New<br>Manufacturer | Existing<br>Model                         |                 |           | GPU By<br>Others | PCA By Others | PBB<br>PRICE | FREIGHT  | COMMISSIONING | TOTAL PRICE |
| B36A             | JBT                 | A3 60/119<br>30682                        | 30680           | A3 60/119 | 180 KVA          | 60 Ton        | \$571,064    | \$10,765 | \$5,000       | \$586,829   |
| B45              | JBT                 | A9 61/110                                 |                 | A3 58/110 | 90 KVA           | 45 Ton        | \$553,597    | \$10,765 | \$5,000       | \$569,362   |
| B54              | JBT                 | A11 63/116                                |                 | A3 60/119 | 90 KVA           | 45 Ton        | \$564,564    | \$10,765 | \$5,000       | \$580,329   |
| B48              | JBT                 | A7 59/104                                 |                 | A3 53/104 | 90 KVA           | 45 Ton        | \$542,629    | \$10,765 | \$5,000       | \$558,394   |
| A36              | JBT                 | A17 69/134                                |                 | A3 68/141 | 90 KVA           | 60 Ton AHU    | \$620,693    | \$11,842 | \$5,000       | \$637,535   |
| A50              | JBT                 | A15 67/128                                |                 | A3 64/131 | 90 KVA           | 60 Ton AHU    | \$607,790    | \$11,842 | \$5,000       | \$624,632   |
| A46              | JBT                 | A13 65/122                                |                 | A3 64/131 | 90 KVA           | 60 Ton AHU    | \$607,790    | \$11,842 | \$5,000       | \$624,632   |
| B38A             | JBT                 | A2 49/70<br>38294                         | 31382           | A2 49/70  | 180 KVA          | None          | \$500,726    | \$10,500 | \$5,000       | \$516,226   |
| B42A             | JBT                 | A2 51/73<br>38923                         | 33082           | A2 51/73  | 90 KVA           | None          | \$505,726    | \$10,500 | \$5,000       | \$521,226   |
| B24              | JBT                 | A11 63/116                                |                 | A3 60/119 | 90 KVA           | 60 Ton        | \$564,564    | \$10,765 | \$5,000       | \$580,329   |

Note 1: Models to be confirmed by DEN Planning and United Airlines

Note 2: Assumes two mobilizations of 5 bridges/mobilization, no maintenance

or wrapping/sealing, no cleaning, no pest control

Note 3: Should additional mobilizations be required the price will be \$11,339/PBB

\$5,639,142 \$110,351

0,351 \$50,000

OFF-LOADING (10) PBB 2

\$67,329

Grand Total for ten (10) defined bridges

\$5,866,822

\$5,799,493

| Projected 2024-2025 Bridges (subject to change) |                     |  |  |  |                      |                  |              |         |               |                 |
|---|---------------------|--|--|--|----------------------|------------------|--------------|---------|---------------|-----------------|
| 2023 Jet Bridges                                |                     | Collision<br>Avoidance to New PBB Model 1<br>Work with |  |  |                      |                  |              |         |               |                 |
| Bridge Number                                   | New<br>Manufacturer | Existing Model   |  |  | GPU By Others Others | PCA By<br>Others | PBB<br>PRICE | FREIGHT | COMMISSIONING | BUDGETARY PRICE |
| B44*  | JBT                 |  |  |  |                      |                  |              |         |               | \$579,949**     |
| B26*  | JBT                 |  |  |  |                      |                  |              |         |               | \$579,949**     |
| A26*  | JBT                 |  |  |  |                      |                  |              |         |               | \$579,949**     |
| A52*  | JBT                 |  |  |  |                      |                  |              |         |               | \$579,949**     |
| C39*  | JBT                 |  |  |  |                      |                  |              |         |               | \$579,949**     |
| B32A*   | JBT                 |  |  |  |                      |                  |              |         |               | \$579,949**     |
| B39*  | JBT                 |  |  |  |                      |                  |              |         |               | \$579,949**     |
| B43*  | JBT                 |  |  |  |                      |                  |              |         |               | \$579,949**     |

<sup>\*</sup>Bridge subject to change depending on bridge identification by DEN

The project total for all eighteen (18) bridges, including ancillary costs, potential price escalation and associated costs is as follows.

| Initial ten (10) PLBs (includes cost of bridge and off-loading)     | \$5,866,822  |
|---|--------------|
| Potential eight (8) PLBs (estimated) (does not include off-loading) | \$4,639,832  |
| Other associated potential costs (estimated)                        | \$1,993,346  |
| Total   | \$12,500,000 |

Any pricing provided after the initial ten units shall be formulate in similar manner of the ten and clearly communicated and acceptable to the City.

<sup>\*\*</sup>Price is the average on the ten (10) identified bridges above and subject to change depending on bridge identification by DEN